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ABSTRACT

Collective bargaining agreements between seven selected community colleges in Ohio and their faculty associations are presented, representing contracts in effect in 1987. Contracts for the following colleges are included: Cuyahoga Community College, Edison State Community College, Jefferson Technical College, Lakeland Community College, Northwest Technical College, Southern State Community College, and Terra Technical College. With some variation among the agreements in terms of coverage and detail, the following topics are dealt with: unit recognition; management rights and responsibilities; faculty contracts; faculty rights and responsibilities; teaching load and on-campus responsibilities; personnel files; fringe benefits; salaries; paid and unpaid leaves of absence; faculty evaluation; retirement; grievance procedures; college governance; reduction in workforce; separability; no strikes or lockouts; and the scope, effect, and term of the agreement. Selected agreements also cover such topics as professional activities outside the college, college-related travel, military leaves of absence, jury duty, nondiscrimination, and tax deferral plans. Salary schedules are included in all agreements. (MDB)

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SELECTED COLLECTIVE BARGAINING AGREEMENTS
OF OHIO TWO-YEAR COLLEGES

Collected by

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Washington, DC

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Cuyahoga
Community
College

AGREEMENT

between
Cuyahoga Community College District
and
the American Association
of University Professors
Cuyahoga Community College Chapter

September 1, 1986 - September 1, 1989

2yr

AAUP
AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS
CUYAHOGA COMMUNITY COLLEGE CHAPTER

AGREEMENT

Between
CUYAHOGA COMMUNITY COLLEGE DISTRICT
and the
AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS
CUYAHOGA COMMUNITY COLLEGE CHAPTER
Effective September 1, 1986, through September 1, 1989

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AGREEMENT

ARTICLE I
PURPOSE

Section 1. This Memorandum of Agreement is entered into between the Cuyahoga Community College District, hereinafter referred to as the "College" and the American Association of University Professors, Cuyahoga Community College Chapter, hereinafter referred to as the "CCC-AAUP".

Section 2. This Memorandum of Agreement is designed to provide a fair and reasonable method by which faculty members covered by this Agreement can participate through their exclusive bargaining agent in the establishment of terms and conditions of their employment and to establish an orderly procedure for the resolution of differences between the College and the faculty who are members of the bargaining unit.

ARTICLE II
RECOGNITION

Section 1. Pursuant to the certification by the American Arbitration Association of the results of the Representation Election conducted in accordance with the Conditions and Procedures established in the Preelection Agreement as approved by the Cuyahoga Community College District Board on September 29, 1977, the College hereby recognizes the CCC-AAUP as the exclusive representative for the purpose of collective bargaining with respect to wages, hours and other terms and conditions of employment for all members of the bargaining unit described below.

Section 2. The members of such bargaining unit are full time tenure-track faculty members, including counselors and librarians.

Section 3. The following categories of employees are excluded from the bargaining unit.

A. All supervisory employees, including all department heads. "Supervisor" means any individual who has authority, in the interest of the public employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other public employees; or to responsibly direct them, or to adjust their grievances, or to effectively recommend such action, if the exercise of such authority is not of a merely routine or clerical nature but requires the use of independent judgment.

B. All confidential employees. "Confidential Employees" means any employee whose functional responsibilities or knowledge in connection with the issues involved in dealings between the employer and its employees would make their membership in an employee organization incompatible with their official duties.

C. All management level employees, including all department heads and division heads, except program coordinators who have more than fifty percent (50%) of their asssignments in direct instruction of students. "Management Level Employees" means any individual who formulates policy on behalf of the public employer or who may reasonably be required on behalf of the public employer to assist in preparation for the conduct of collective negotiations, administer collectively negotiated agreements, or has a major role in personnel administration.

D. All faculty members who are not on tenure-track, i.e., including those employed as full-time lecturers.

E. All part-time faculty members.

F. All counselors, librarians, and all program coordinators spending fifty percent (50%) or more of their assignment in supervisory and/or administrative activities.

Section 4. Where used in this Agreement, the term "faculty" includes all employees of the bargaining unit except where specifically stated.

ARTICLE III
MEMBERSHIP OBLIGATIONS

Section 1. Membership in the CCC-AAUP is not compulsory. Members of the bargaining unit have the right to join or not to join the CCC-AAUP as each may decide. Neither party shall coerce or discriminate against a faculty member in this regard. However, the parties recognize that as the exclusive bargaining agent and grievance representative for all members of the bargaining unit, which includes both members and non-members of the CCC-AAUP, the CCC-AAUP performs an important service for members of the bargaining unit and contributes toward fulfillment of the mission of the institution.

ARTICLE IV
CHECKOFF

Section 1. The College will deduct any initiation fees and dues levied in accordance with the Constitution and Bylaws of the CCC-AAUP from the pay of members of the bargaining unit covered by this Agreement upon receipt from the CCC-AAUP of individual signed authorization cards executed by the member for that purpose and bearing his signature.

Section 2. The College's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization during the 15 day period commencing on June 1 and ending on June 15 of each year or upon the termination of employment or transfer to a job classification outside the bargaining unit.

Section 3. Agency Shop. All employees who are covered by this Agreement who are not members of the Union and who have been employed by the College for sixty (60) days or more shall pay a fair share fee not greater than the dues paid by members of the Union. Said fair share fee shall be paid by payroll deduction as provided in this Article.

All authorized deductions will be made from the member's pay on a regular basis. The College shall deduct on a regular basis from each non-member of the recognized bargaining unit a fair share fee as determined by the Union, but not greater than the amount of monthly Union dues. All deductions shall be transmitted to the Union no later than the fifteenth (15th) day following the end of the month in which the deduction is made together with a list of the members of the bargaining unit paying such dues or fees by payroll deductions, and upon receipt, the Union shall assume full responsibility for the disposition of all funds deducted. All non-members have all rights and privileges in accordance with Ohio Revised Code 4117.09 (C) pertaining to political expenditures by the employee organization.

Section 4. The CCC-AAUP shall indemnify and hold the College and any of its agents harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of action taken or not taken by the College for the purpose of complying with any of the provisions of this Article, or in reliance on any notice or authorization form furnished under any of the provisions of this Article.

Section 5. The College shall promptly furnish the CCC-AAUP with the names of all newly hired employees covered by this Agreement together with their addresses as they appear on the records of the College.

Section 6. Newly hired employees in the bargaining unit will conform to job description requirements and receive all wages and benefits of this Agreement.

ARTICLE V
STATEMENT OF BOARD RIGHTS AND RESPONSIBILITES

Except as specifically limited by explicit provisions of this Agreement, the Board of Trustees reserves and retains, solely and exclusively, all Board rights, powers, and authority, including the right of the Board of Trustees, acting through the Administration, to determine and fulfill the mission of the College, determine staffing policy, and in all other respects to plan, manage, evaluate, administer, govern, control, and direct its personnel and operations. Such exclusive Board rights include, but are not limited to, the following:

1. Determine location of campuses, satellites, and other facilities and equipment of the College.

2. Establish, modify and enforce reasonable policies, rules, regulations, and standards for faculty performance;
3. Determine the financial policies and procedures of the College, including the exclusive right to allocate and expend all funds of the College;
4. Determine position qualifications, recruit, and appoint faculty;
5. Evaluate and determine professional competence, grant tenure, promote, supervise, discipline, discharge, and demote for just cause, lay off, transfer among campuses after consulting with the faculty, assign, schedule, and reappoint faculty;
6. Establish, define, modify and abolish job classifications;
7. Initiate, design, develop, adopt, modify and delete degree programs, certificate and award programs, credit courses and non-credit activities and approve and authorize the courses and programs to be offered by the College;
8. Determine program and course curriculum content, objectives, grading standards and procedures;
9. Do all things appropriate and incidental to any of its rights, powers, prerogatives, responsibilities, and authority; and in all respects to carry out the ordinary and customary functions of the administration, subject only to the procedures and criteria governing the exercise of these rights as are expressly provided for in this Agreement.

ARTICLE VI
CONDITIONS OF EMPLOYMENT AND PROFESSIONAL RESPONSIBILITIES OF FULL-TIME FACULTY

Section 1. Each member of the instructional faculty will be responsible for teaching a standard of 45 EQU's per academic year with a minimum of 10 EQU's and a maximum of 18 EQU's per academic quarter.

Section 2. In addition to the direct teaching workload set forth in Section 1 of this Article, the present Board of Trustees policy 20-060-020 on faculty workload and responsibility will be continued and is incorporated herein by reference.

Section 3. Lab-Lecture/English Composition Ratios

(A) Effective September 1, 1984, all laboratory sections, as defined in the official College catalog or otherwise approved by the Board of Trustees, will be equated on a .8:1 basis.

(B) Effective September 1, 1985, English Composition courses 101 and 102, as defined in the official College Catalog or otherwise approved by the Board of Trustees, will be equated on a 1.2:1 basis.

(C) The College and the AAUP will monitor and evaluate the English Composition courses in the 090 series, as defined in the official College Catalog or otherwise approved by the Board of Trustees, in order to insure that the required workload of this series of English Composition courses remains fair, reasonable and equitable.

Section 4. In addition to those EQU's reassigned for nonteaching responsibilities related to professional improvement leaves, CCC-AAUP leadership, Joint Faculty Senate Council participation, program coordination, and the reassignment of faculty to perform administration roles, the College also agrees to provide a minimum of 300 EQU's during fiscal year 1987, fiscal year 1988, and fiscal year 1989 for those functions determined to further enhance the instructional/instructionally-related processes of the institution. Those areas for which EQU's may be reassigned based on need are the following: activities related to program development/enhancement; activities related to faculty professional development; activities related to program accreditation/reaccreditation; activities related to special projects having a direct relationship to instructional or instructionally-related programs; and, other activities determined to be of such scope and structure as to require the assignment of EQU's for those persons directly involved in the effort.

A Joint Administration-AAUP committee will be created for the purpose of establishing standards for the granting of faculty members' requests for reassigned EQU's and reviewing the actual reassignment of EQU's to faculty members. The committee shall be comprised of an equal number of representatives (1) from the administration, and (2) selected by the AAUP. In the event that a dispute develops regarding the reassignment of EQU's then the matter may be submitted to, purely advisory, non-binding arbitration by either the AAUP or the College. Article XXXII of this Agreement shall govern the method of selection and the manner of payment of the arbitrator.

Section 5. Faculty Class Scheduling. The College will attempt to follow the principle of departmental rotation among qualified faculty where practical and feasible and after consulting with the faculty in making multi-campus assignments. In addition, the College will attempt to avoid scheduling a faculty member to teach at more than one (1) campus on a single day if such is practical and feasible. Finally, the College will attempt to avoid assigning a faculty member to an early morning class following a late evening class where practical and feasible.

Section 6. Large Group Instruction. Faculty members engaged in a lecture instructional delivery strategy shall receive additional EQU credit for each enrollment range as follows:

Number of Students	EQU Base/Added
1 to 50	1.0/—
51 to 85	1.0/0.2
86 to 120	1.0/0.4
121 to 155	1.0/0.6
156 or more	1.0/0.8

Section 7. Preparations. Teacher/faculty members shall normally not be required to make more than three different preparations per standard academic quarter, nor more than eight per standard academic year. Exceptions to this standard may be necessary in certain subject areas and for certain instructional delivery systems, and such exceptions shall be documented by a written rationale prepared by the respective division head in consultation with the faculty member involved. This rationale must be approved by the appropriate dean and, following approval, kept on file in the dean's office. Abuses of the College's policy regarding preparations shall be grievable under Article XXXII of this Agreement.

Section 8. Office Hours. Faculty members are to be available in an assigned faculty office for scheduled and unscheduled student conferences for a minimum of ten (10) hours per week at times convenient to both students enrolled in the faculty member's classes and to prospective students seeking information. A faculty member with prior approval from his/her division head and dean, which shall not be unreasonably withheld, may fulfill the ten (10) office hours per week requirement in four (4) days.

ARTICLE VII
RETRENCHMENT: TENURED FACULTY

If, as the result of financial exigency determined in good faith by the Board, a material decrease in student enrollment, or a program reduction, consolidation or elimination, it becomes necessary to reduce the number of tenured faculty, tenured faculty may be laid off without pay.

The Board's good faith determination of financial exigency, material decrease in student enrollment, or program reduction, consolidation or elimination requiring a layoff of tenured faculty will be subject to review under the grievance procedure and, in the event of an unresolved dispute, to final and binding arbitration.

To the extent practicable, as soon as the Administration has reason to believe that there is a serious likelihood that any of these conditions will occur, it will so notify the Rights and Responsibilities Committee and the CCC-AAUP of the contingency and provide them with all available information. The Committee and the CCC-AAUP will have a fair opportunity to evaluate the information and to develop and recommend alternative methods to deal with the problem.

Layoffs will be implemented on a District-wide basis in the case of financial exigency and within the affected instructional teaching department or equivalent non-instructional unit (considered on a District-wide basis) in the case of a material decrease in enrollment or program reduction, consolidation or elimination.

Except where otherwise required by considerations of program continuity or existing Board staffing policy, no tenured faculty member will be laid off in the case of financial exigency until all part-time lecturers, full-time lecturers and non-tenured faculty have been laid off.

Except where otherwise required by considerations of program continuity or existing Board staffing policy, no tenured faculty member will be laid off in the case of material decreases in student enrollment or program reduction, consolidation or elimination until all part-time lecturers, full-time lecturers and non-tenured faculty within the affected instructional teaching department or equivalent non-instructional unit (considered on a District-wide basis) have been laid off.

Tenured faculty will be laid off on the basis of Districtwide **seniority** (i.e., full-time service), subject to the requirement of possessing the necessary qualifications (1) to teach the courses to be offered, in the case of instructional faculty, or (2) to perform the available and required work, in the case of non-instructional faculty.

Tenured faculty members subject to layoff under these provisions will be given an opportunity to transfer to another instructional teaching department or equivalent non-instructional unit if they possess the necessary qualifications (1) to teach the courses to be offered for instructional faculty or (2) to perform the available and required work for non-instructional faculty.

Laid off tenured faculty members will be offered, in accordance with their seniority, reinstatement if, within a period of five years from the date of layoff an appointment becomes available in the same instructional department or equivalent non-instructional unit to which they were assigned at the time they first became subject to layoff or to which they were subsequently transferred. Laid off tenured faculty members must notify the Administration within thirty (30) days of receiving a recall notice to an available appointment that they intend to accept the offer of reinstatement. The College agrees not to offer an appointment in any instructional department or equivalent non-instructional unit until all laid off tenured faculty members fully qualified to teach therein (instructional faculty) or work therein (non-instructional faculty) have, in accordance with their seniority, been offered reinstatement.

Laid off tenured faculty members shall have the right to review, through the grievance procedure, subject to final and binding arbitration, the validity of their layoff under applicable criteria and procedure.

At least one full academic year's notice will be given to a tenured faculty member subject to layoff hereunder, and layoff will become effective only at the end of the appropriate academic year.

ARTICLE VIII
REDUCTION IN FORCE: TENURE-TRACK NON-TENURED FACULTY

If, because of operational or financial reasons, it becomes necessary to reduce the number of non-tenured, tenure-track faculty at the College, the necessary number of such faculty can be placed on layoff status without pay, pursuant to the following procedure.

1. Except where program continuity or limits established by Board staffing policy require otherwise, all full-time and part-time lecturers within the affected instructional department or equivalent non-instructional unit of the College shall be laid off first, before any non-tenured, tenure-track faculty member in the affected department or equivalent unit is laid off.
2. Except where program continuity or limits established by Board staffing policy require otherwise, non-tenured tenure-track faculty will be laid off in inverse order of seniority (i.e., full-time service) in the affected instructional department or equivalent non-instructional unit considered on a District-wide basis.

3. In the event that a tenure-track appointment becomes available in the same instructional department or equivalent non-instructional unit of the College in which one or more non-tenured tenure-track faculty have been laid off, then, after all previously laid off tenured faculty eligible for appointment to such department or unit have been offered and refused such appointment, non-tenured tenure-track faculty members shall be offered such position in accordance with their relative departmental or unit seniority determined pursuant to paragraph 2 above, for a period of two years from their respective dates of layoff. Laid off non-tenured faculty members must notify the Administration within thirty (30) days of receiving a recall notice to an available appointment that they intend to accept the offer of reinstatement.

4. A tenure-track faculty member who disputes the validity of his layoff has the right to review, through the grievance procedure, whether the criteria and procedure set forth in this Article have been properly followed and applied in his case.

5. Non-tenured, tenure-track faculty subject to layoff hereunder, will receive notice of such layoff in accordance with the following schedule:

   (a) By April 1 of the academic year, at the conclusion of which it is proposed to lay off the faculty member, if the faculty member is in his first or second year of full-time service at the College.

   (b) By December 15 of the academic year, at the conclusion of which it is proposed to lay off the faculty member, if the faculty member is in his third year of full-time sevice with the College.

   (c) One full academic year's notice will be given to non-tenured, tenure-track faculty members who are in their fourth or subsequent year of full-time service at the College.

6. Layoff of non-tenured, tenure-track faculty will become effective only at the end of the appropriate academic year.

ARTICLE IX
PERSONAL LEAVE

Section 1. All members of the bargaining unit may apply for personal leave with full pay up to a maximum of six (6) days during the academic year. Request for personal leave must be made with as much advance notification as is practical.

Section 2. Personal leave shall be granted only for such matters as religious holidays, deaths of immediate family members, illness of immediate family members if the family member is confined to a hospital which is located more than 100 miles from the center of the City of Cleveland, or bona fide personal emergencies. Immediate family members shall include spouse, child, parent, sister, brother, mother-in-law, father-in-law, grandparent, or any other relative residing with the member. A member will not need to state the particular reason for seeking personal leave but will be required to certify that he or she is taking personal leave for one of the designated approved reasons. Personal leave may not be accumulated and carried over into subsequent academic years.

ARTICLE X
SICK LEAVE

Section 1. All members of the bargaining unit will be entitled to fifteen (15) days of sick leave each academic year. Sick leave may be used by members who find it necessary to be absent for reasons of personal illness, personal injury, personal disability, maternity, as well as for medical, dental, or optical examination or treatment, and absence for reason of exposure to a disease which could be communicated to others. In order to qualify for sick leave compensation a member must give notice of an impending absence at the earliest opportunity and submit a signed absence report each month.

Section 2. This sick leave shall be accumulated commencing with the effective date of employment and may be accumulated from academic year to academic year up to a maximum of 150 days. A member of the bargaining unit who has ten (10) or more years of service with

with the College will, upon retirement, be paid for one quarter of his unused sick leave days up to a maximum of thirty (30) days. This payment shall be at the full-time rate the member was receiving during his final year of employment.

Faculty members who at the beginning of any academic year have accumulated the maximum of one hundred fifty (150) sick days will be entitled to draw upon the annual maximum allotment of fifteen (15) sick days without reducing the accumulated total of one hundred fifty (150) sick days. However, under no circumstances may a faculty member take more than a maximum of one hundred fifty (150) sick days or convert more than the maximum of one hundred twenty (120) sick days upon retirement.

Section 3. Faculty members who find it necessary to be absent during the summer session for any of the reasons specified in Section 1 of this Article may utilize up to two (2) days of accrued sick leave.

Section 4. Full salary and benefits shall continue to be paid to a member on sick leave until that member's current and accrued sick leave days are exhausted.

Section 5. The College shall, at the start of each academic year, furnish each member with official notification of the number of sick leave days the member has accumulated.

ARTICLE XI
PROFESSIONAL IMPROVEMENT LEAVE

Section 1. Professional Improvement Leaves will be made available to members of the bargaining unit to promote instructional excellence and professional development. Such leaves may be made available by the College's Board of Trustees each academic year for the purpose of additional education, research, or other such activities deemed of value to the educational mission of the College. At the discretion of the College, any or all of the Professional Improvement Leaves may be designated to be used by individuals to prepare themselves in an additional field of teaching expertise, or for any other appropriate purpose.

Section 2. Members of the bargaining unit who have been contracted by the College as full-time, tenure-track faculty for a minimum of seven (7) contractual academic years are eligible to apply for a Professional Improvement Leave.

Section 3. The number of Professional Improvement Leaves granted by the College each academic year will be limited to five percent (5%) of the total number of full-time, tenure-track faculty contracted at the rank of Instructor, Assistant Professor, Associate Professor, or Professor employed within the College district; however, the number of leaves available for each campus will be proportional to the total number of such bargaining unit members eligible for consideration for Professional Improvement Leaves at each campus.

Effective fiscal year 1985, the College will provide professional improvement leaves for a maximum of five percent (5%) of the full-time, tenure-track faculty as follows:

Plan A - 3 Quarter Absence at 50% Annual Salary
Plan B - 2 Quarter Absence at 67% Annual Salary
Plan C - 1 Quarter Absence at 83% Annual Salary

Plan A available for 50% of PIL's offered per year
Plan B available for 40% of PIL's offered per year
Plan C available for 10% of PIL's offered per year

ARTICLE XII
MILITARY LEAVE OF ABSENCE

Members of the bargaining unit who are members of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia, or members of other reserve components of the armed forces of the United States are entitled to a paid leave of absence from their duties at the College for such time, not to exceed thirty-one (31) days in any one academic year, that they are required to be in military service (on field training or active duty). Such employees must notify the appropriate College administrator as soon as they are advised of when their military obligation shall commence.

ARTICLE XIII
JURY DUTY

The College recognizes the civic duty of faculty members to respond for service when called for jury duty. A faculty member called for jury duty shall be granted a leave of absence with pay for the duration of his/her jury duty service. The faculty member shall promptly reimburse the College for all compensation received for jury duty service, except that provided for expenses (i.e., meals, lodging, and/or mileage).

ARTICLE XIV
LEAVES OF ABSENCE WITHOUT PAY

Section 1. A faculty member may, upon request, be granted a leave of absence without pay for up to, but no more than, one (1) academic year for professional or personal reasons with the approval of the Vice President for Human Resources/Personnel Relations or his designee. Requests for such leaves, stating the reasons, must be submitted in writing at least one (1) quarter before the leave is requested to begin.

Except for unusual circumstances, leaves of absence without pay will not be granted to individuals prior to their completion of three (3) consecutive years of full-time tenure-track service to the College.

Section 2. A faculty member on leave of absence without pay must notify the Vice President for Human Resources/Personnel Relations in writing at least three (3) months prior to the expiration of the leave or by March 1st if the expected date of return is the beginning of the next academic year whether or not he/she intends to return to the College upon the expiration of the unpaid leave of absence.

Section 3. Insurance benefits may be continued during a leave of absence without pay at the faculty member's expense.

Section 4. A faculty member on an approved leave of absence must notify the College not later than March 1 whether or not he/she intends to return to the College next year.

ARTICLE XV
PROFESSIONAL IMPROVEMENT TRAVEL

Section 1. The Administration will make every effort to provide funds for travel to professional meetings and other appropriate events in at least the amounts made available during the 1979-80 academic year, subject, however, to reduction or elimination as may be required by compelling financial reasons. Such travel funds will be allocated equitably among the members of each department including those faculty who are on approved professional improvement leave, and for this purpose, equitable allocation of opportunity to utilize travel funds may extend over a period of academic years.

Section 2. Faculty members who have received travel funds from the College to attend professional meetings shall report to their colleagues on the substance of the meetings. A written summary shall be filed with the appropriate Dean or Division Head and, where appropriate, shall be shared with the College community.

ARTICLE XVI
COMPENSATION

1986-87, 1987-88 and 1988-89 ACADEMIC YEAR SALARIES

Section 1. A new salary structure and corresponding salary schedules will be implemented for academic years 1986-87, 1987-88 and 1988-89.

Section 2. For academic years 1986-87, 1987-88 and 1988-89, each faculty member will be compensated according to the salary schedule adopted for that year attached hereto as Appendices A, B and C respectively at the next highest 1/2 salary step, or next highest full step in those instances where there is no 1/2 salary step between two full steps.

Section 3. Faculty members who have received one or both of the salary increments provided in the past based on years of service to the College will continue to receive those increments. Faculty members who complete three (3) academic years at step 14 of the faculty salary schedule will receive a salary increment in the amount of $450, and faculty members who complete seven (7) academic years at step 14 of the faculty salary schedule will receive a second salary increment of $300. Each salary increment will be granted to the faculty member upon the tender and acceptance of his or her contract for the subsequent academic year. Years toward one or both of the salary increments accumulated by a faculty member at step 13 of the faculty salary schedules in effect prior to 1978-79 will be credited toward the years of service required at step 14 for purposes of determining salary increments, but only after a faculty member has served at least one (1) academic year at step 14.

Section 4. There will be ceilings on the percentage of faculty members who may at any time occupy the following salary grades:

(A) H: Not more than 20% of the total faculty may occupy a place in salary grade H.

(B) F, G and H, in total: Not more than 50% of the total faculty may occupy a place in salary grades F through H, inclusive.

(C) D, E, F, G, and H, in total: Not more than 95% of the total faculty may occupy a place in salary grades D through H inclusive.

Section 5. In the event two (2) or more faculty members are eligible for promotion in salary grades, but because of the percentage limits there are insufficient openings to permit all such eligible faculty member candidates to be promoted in salary grade, a Joint Administration-Faculty Committee will review the merits of each candidate's qualifications and select among such candidates the faculty member or members who will be promoted to the available opening(s).

ARTICLE XVII
LIFE INSURANCE

The College will provide life insurance benefits to members of the bargaining unit equal to 2-1/2 times their basic salary, rounded to the next lower $500, up to a maximum of $150,000 subject to the terms and conditions set forth in the insurance policy issued by the College's carrier.

ARTICLE XVIII
HEALTH CARE

Section 1. The College will provide basic hospitalization insurance benefits to members of the bargaining unit subject to the terms and conditions set forth in the insurance policy issued by the College's carrier. Those members of the bargaining unit who elect the alternative hospitalization coverage provided by Kaiser Permanente must pay the difference between the rates charged by the College's hospitalization insurance carrier and Kaiser.

Section 2. Prescription drugs will be a covered medical expense under the College's medical benefit plans subject to a $3.00 deductible on each prescription drug or refill thereof purchased. A prescription card will be issued to members for presentation to the pharmacist at the time of purchase.

Section 3. Major Medical The College will provide a $250,000 major medical benefit to members of the bargaining unit subject to applicable deductibles, percentage limitations and other terms and conditions set forth in the insurance policy issued by the College's carrier.

Section 4. The College provides a group vision benefit. The College shall maintain this benefit as it existed on June 30, 1983.

Section 5. The College will pay all health insurance costs up to and through December 31, 1984.

Section 6. Effective January 1, 1985, and throughout the balance of this contract, any cost increases over those in effect on June 30, 1984 (as measured on an individual premium basis), shall be divided 50/50 between the employee and the College.

Section 7. As soon as possible, a committee comprised of an equal number of representatives from the Administration, the various collective bargaining units electing to participate, and the non-bargaining unit support staff will be afforded an opportunity to explore alternative health care cost containment possibilities. Working through the administration, the committee shall be permitted to inspect necessary data, and as a committee may contact health care providers to secure necessary information subject to prior clearance and approval of the College. The recommendations of this committee will be formally presented to the Board of Trustees and recommended for approval if mutually agreeable to the College and the participating employee groups, if they result in a savings to the College as of the time of the recommendation, and if they are otherwise feasible.

Section 8. The College agrees that the CCC-AAUP will be represented on the above Health Care Committee by a maximum of three (3) individuals who, in recognition of their service on the Committee, shall receive three (3) EQU's each on a one-time only, non-precedental basis during the fall quarter of 1984.

ARTICLE XIX
LONG-TERM DISABILITY INSURANCE

After all current and accumulated sick leave has expired, or after 60 calendar days, whichever is greater, the College will provide a disabled member 70% of his basic salary up to a maximum of $2,000 per month subject to the terms and conditions set forth in the disability insurance policy issued by the College's carrier.

ARTICLE XX
ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

The College will provide accidental death insurance benefits to members of the bargaining unit equal to 2-1/2 times their basic salary, rounded to the next lower $500, to a maximum of $150,000 and accidental dismemberment insurance benefits subject to the terms and conditions set forth in the insurance policy issued by the College's carrier.

ARTICLE XXI
SUMMER SCHOOL

Effective Summer, 1982, faculty members (including both instructional and non-instructional faculty) shall be offered summer school assignments under the following provisions: A minimum of 60% of base Summer School IFTE requirements will be filled by regular full-time faculty compensated on a pro-rata basis based upon the prevailing EQU workload standard. Compensation for summer sessions will be based upon prevailing EQU workload standard e.g. the 1983-84 summer session base equals 45 EQU's. Both instructional and non-instructional faculty requirements will be based upon the previous summer for the purpose of determining the 60% minimum utilization of full-time faculty.

The College and the CCC-AAUP will create a joint committee to review and recommend guidelines relative to summer session staffing.

ARTICLE XXII
RETIREMENT

Section 1. The College agrees to participate in, and contribute to, the State Teachers Retirement System and to abide by any and all rules and regulations now in effect or subsequently enacted, for the duration of this Agreement.

Section 2. The College agrees to continue the practice of STRS pickup.

ARTICLE XXIII
FACULTY BENEFITS AND PRIVILEGES

Section 1. Any benefits and/or status to which faculty members presently have vested rights will remain in effect.

Section 2. The CCC-AAUP will be notified before the College adopts any new policy which adversely effects members of the bargaining unit.

ARTICLE XXIV
PATENTS AND COPYRIGHTS

Section 1. Faculty members shall have sole rights of ownership and disposition of copyrightable material and patents generated by their own individual initiative, provided there is no substantial use of College personnel, facilities, or resources. However, supplementary course material prepared by a faculty member, even if copyrighted, which has no reasonable market potential outside the College will be made available without charge.

Section 2. Faculty members and the College shall share the ownership and disposition of copyrightable material and patentable discoveries or inventions generated where there is a substantial use of College personnel or facilities not uniformly provided to other similarly situated faculty members. College personnel or facilities include, but are not limited to, reassigned time, secretarial help, financial assistance (such as student aides) or College services, equipment or building. Division of royalties under these circumstances shall be 80% to the faculty member and 20% to the College unless other written arrangements are made prior to the initiation of the work.

Section 3. Copyrights and patents developed from projects undertaken by a faculty member pursuant to an agreement with the College whereby the College commits substantial resources to the project shall belong to the College together with all royalties or profits therefrom.

Section 4. Rights to copyrightable material and patents developed as a result of work supported partially or totally by an outside agency or sponsor through a contract or grant shall be disposed of in accordance with the terms of the contract or grant. Prior to the faculty member accepting sponsored research or developmental assignments, the College will be consulted and must approve the contract or grant and the details of the project, the division of any resulting copyrights or patents, and the division of royalties.

ARTICLE XXV
CCC-AAUP RIGHTS AND RESPONSIBILITIES

Section 1. The President of the CCC-AAUP shall be provided with a private faculty office.

Section 2. Bulletin boards at each campus will be designated for the use of the CCC-AAUP.

Section 3. Effective fiscal year 1987, the maximum aggregate for reassigned time shall be changed from 45 EQU's per year to a maximum of 60 EQU's per year provided that the CCC-AAUP submits to the College a list of specific acceptable union-related responsibilities that its officers will be involved in during such reassigned time.

Section 4. A variety of professional activities undertaken through or on behalf of the CCC-AAUP including, but not limited to, negotiation of the Memorandum of Agreement, coordination of national or regional AAUP seminars and participation in governance and community affairs as an AAUP representative, will be counted as professional service for the purpose of fulfilling the faculty obligations under the professional accountability system. If a faculty member intends to seek credit for activities other than those listed above he should notify his supervisor prior to undertaking the activity and obtain approval.

Section 5. The CCC-AAUP, faculty members, and the Administration recognize the professional rights and responsibilities for which professional faculty and administrators are responsible within an academic educational community.

Section 6. The CCC-AAUP will be permitted to use College classrooms and equipment for meetings subject to availability and prior administrative approval.

Section 7. The CCC-AAUP and the College will share equally in the cost of the preparation and printing of the collective bargaining agreement.

ARTICLE XXVI
EVALUATIONS

The College and the CCC-AAUP agree that the evaluation of faculty members is a critical element in achieving a high level of instruction and student service. The College and the CCC-AAUP further agree that a uniform evaluation system, administered in a fair and equitable manner, is basic to the accomplishment of this objective. In keeping with this fundamental understanding, the College agrees to develop a comprehensive faculty evaluation process to be utilized consistently on a Collegewide basis. The revised faculty evaluation process will be implemented no later than Fall Quarter 1987. During the 1986-87 academic year, the College agrees to designate a single evaluation instrument to be utilized consistently on a collegewide basis. The instrument necessarily will take into consideration the varying criteria for instructional and non-instructional faculty, as well as programmatic differences.

ARTICLE XXVII
ACADEMIC FREEDOM AND RESPONSIBILITY

Section 1. Academic Freedom at Cuyahoga Community College is the right of a faculty member, in his capacity primarily as a teacher, to engage in the search for truth and its exposition within his academic discipline free from institutional censorship.

Section 2. A faculty member is entitled to freedom in the classroom in discussing his subject but should be careful to present the various scholarly views related to the subject and to avoid introducing in his teaching, or intruding into the classroom setting, material, particularly controversial material, which has no relation to his subject.

Section 3. A faculty member is entitled to full freedom in research and in the publication of the results, but this right is subject to the performance of his primary duties as a teacher at the College.

Section 4. A faculty member is also entitled to speak or write free from institutional censorship or sanction, but his special position as a member of a learned profession and as a professional member of this educational institution imposes special obligations upon him. Because the public may judge the profession and the College by his utterances, a faculty member should at all times strive to be accurate, exercise appropriate restraint and show respect for the opinions of others. It is of special importance that in making such public utterances, a faculty member indicate that he is not a spokesman for the College.

Section 5. The concept of academic freedom must be accompanied by an equally demanding concept of academic responsibility. The concern of the institution and its members regarding safeguards for academic freedom must extend equally to requiring responsible service, consistent with the mission, purpose, goals and objectives of the College.

Section 6. The College shall notify all affected faculty of any and all changes of grade for whatever reason.

ARTICLE XXVIII
TUITION REMISSION

Section 1. Members of the bargaining unit shall be permitted to take up to eight (8) hours of credit, audit, or non-credit courses each academic quarter for which the instructional fee shall be waived. The general fee must be paid by the faculty member.

Section 2. Members of the bargaining unit are expected to attend course(s) during their non-working hours.

Section 3. In order to attend non-credit courses/workshops/seminars that are conducted by the College, members of the bargaining unit may receive tuition remission each academic quarter up to a maximum dollar value equal to eight credit hours of in-county tuition.

Section 4. Dependents of faculty members covered by this Agreement shall be permitted to take credit, audit, or non-credit courses up to an amount that is considered the status of full-time student for which the instructional fee shall be waived. The general fee and an additional fee of $5.00 per quarter shall be paid by the students.

Section 5. For the purpose of this Agreement, dependent means spouses and natural or legally adopted dependent unmarried children.

Section 6. The foregoing benefit shall extend to the natural or legally adopted dependent unmarried children of deceased persons who, at the time of their death were members of the bargaining unit. However, the right to such benefit will terminate upon a dependent child's attainment of age twenty-three (23).

ARTICLE XXIX
PERSONNEL FILES

Faculty members will have access to their complete personnel file upon making a written request to the Vice President for Human Resources/Personnel Relations three (3) workdays in advance of the time they wish to inspect the file. However, letters of recommendation solicited with respect to initial employment or other letters of recommendation subsequently solicited with the consent of the faculty member will be excluded from inspection. Copies of any material placed in the personnel file other than written recommendations will be given to the faculty member. If any material is adverse, the faculty member will be given the opportunity to place an appropriate response in the file.

ARTICLE XXX
NON-DISCRIMINATION

Section 1. Both the College and the CCC-AAUP recognize their respective responsibilities under Federal and State civil rights laws, fair employment practice acts, and other similar constitutional and statutory requirements. Therefore, both parties hereby reaffirm their commitments, legal and moral, not to discriminate in any manner relating to employment on the basis of race, color, creed, national origin, age, sex, or marital status. Furthermore, the College will not discriminate on the basis of handicap, provided the handicap does not substantially impair the person's ability to perform the work, and employing a handicapped person would not significantly increase the occupational hazards effecting either the handicapped person, other employees, the general public, or the facilities in which the work is performed.

Section 2. Subject to the maintenance of membership obligations set out in Article III, the College and the CCC-AAUP recognize the right of all faculty members and all applicants for employment to be free to join or not to join the CCC-AAUP and to participate or to refrain from participation in lawful concerted CCC-AAUP activities. Therefore, the College and the CCC-AAUP agree that there shall be no discrimination, interference, restraint, coercion, or reprisal by the College or the CCC-AAUP against any faculty member or members or any applicant for employment because of CCC-AAUP membership or non-membership or because of any lawful activity in an official capacity on behalf of the CCC-AAUP.

Section 3. The male pronoun or adjective, where used in this Agreement, also refers to females.

ARTICLE XXXI
COLLEGE GOVERNANCE

Section 1. The principles and guidelines of the existing College-wide Governance System shall be continued for the duration of this agreement subject, however, to the changes made in this Article.

Section 2. One-half of the faculty representatives to each of the committees of the College-wide Governance System shall be appointed by the CCC-AAUP and one-half shall be appointed by the Joint Faculty Senate Council. In the event that the number of faculty representatives on any given committee is an odd number, the CCC-AAUP shall appoint the majority (e.g., if the number of faculty is 7, the CCC-AAUP shall appoint 4 and the Joint Faculty Senate Council shall appoint 3).

Section 3. Membership of the Committee on Curriculum, Degree Requirements and Academic Calendar, exclusive of support staff and students, shall be as follows:

9 Faculty

4 Administrators

Section 4. The subcommittee of the Committee on Rights and Responsibilities shall be continued except that the membership of the subcommittee shall be appointed from among the membership of the Committee on Rights and Responsibilities.

A. The subcommittee will be charged with responsibility for making recommendations to the full committee with respect to policies concerning such issues as faculty appointments, reappointments, tenure, promotion, non-reappointments, and termination.

B. If the recommendations of the full Committee on Rights and Responsibilities differ from those of the subcommittee, both sets of recommendations shall be forwarded to the Vice President for Academic Affairs, the President of the CCC-AAUP, and the Chairperson of the Joint Faculty Senate Council.

Section 5. A new faculty committee called the Governance Monitoring Committee shall be established. Its membership shall consist of a representative from the CCC-AAUP, a representative from the Joint Faculty Senate Council, and one faculty representative from each committee of the College-wide Governance System.

A. This committee shall monitor and evaluate the effectiveness of the operations of the College-wide Governance System and make recommendations, as needed, with respect to the improvement thereof. Its recommendations shall be forwarded to the Vice President for Academic Affairs, the President of the CCC-AAUP, and the members of the College Forum.

Section 6. Special Ad Hoc Committees. The College may convene special and ad hoc committees to deliberate on issues of College-wide importance, and further may provide for faculty participation where such is determined appropriate.

Section 7. During the term of this Agreement, a special committee on Academic Affairs will be convened by the Vice President for Academic Affairs and charged to review current administrative arrangements and structure which affect the academic affairs of the College and to make recommendations to the College administration relative to promotion of teaching and learning toward academic excellence. Within this context, the committee will consider the matter of conversion from the current quarter system to a semester system format and to review professional responsibilities related to such a conversion. The composition of the special Academic Affairs committee will be established by the Board of Trustees Planning and Evaluation Committee to insure that the interests of faculty and administration are appropriately represented.

Section 8. The Advisory Budget Committee, composed of representatives appointed by the Administration and the CCC-AAUP, with equal administrative and faculty representation, shall be continued unless or until agreement is reached to incorporate the committee with additional representation from support staff and students into the College-wide Governance System.

A. The committee will review campus and district budget proposals and relevant background materials at appropriate times in the budgetary process.

B. The committee shall make reports and recommendations as it deems appropriate from time to time and such reports shall be submitted to the Vice President for Finance/Treasurer, the Vice President for Human Resources/Personnel Relations, the President of the CCC-AAUP, and the Chairperson of the Joint Faculty Senate Council.

C. The committee will be the vehicle through which the College, upon AAUP request, will provide the AAUP with data on information directly relevant to collective bargaining and contract administration.

ARTICLE XXXII
GRIEVANCE PROCEDURE

Section 1. All grievances concerning the interpretation and/or application of the provisions of this Agreement shall be settled in strict accordance with the procedure set forth in this Article, and except as otherwise specifically provided in this Agreement, this procedure is the sole and exclusive method of disposing of such grievances. It is mutally understood and agreed that the operation and recommendations of the Advisory Governance Committees, the content and implementation of the professional accountability system developed pursuant to Article VI, Section 2, as well as the decision of the College with respect to the granting of tenure or promotions are not subject to this grievance procedure or any other dispute resolution mechanism established in this Agreement. The College agrees that in all cases of discipline, notification of such discipline will be simultaneously issued to both the affected member and the CCC-AAUP.

Step 1. Members of the bargaining unit are encouraged to work out grievances on an informal basis wherever possible.

Step 2. If the grievance is not resolved under the informal method set forth in Step 1, a written grievance must be filed with the designated Step Administrator at the site where the alleged grievance arose. Such written grievance must be filed within 10 working days of the alleged violation of this Agreement. Within 10 working days after the filing of the grievance, a meeting will be held among the designated administrator, the aggrieved member(s), and if the member(s) so elect(s), a representative of the CCC-AAUP. Following this meeting, the designated administrator shall issue a written answer to the grievance within 7 working days.

Step 3. If the grievance is not satisfactorily settled in Step 2, the member and/or the CCC-AAUP may appeal the Step 2 answer to the Campus Provost/Vice President, within 7 working days after receipt of the Step 2 response. Such appeal shall be in writing and shall specify the reason why the grievant believes the Step 2 decision is in error. The Campus Provost/Vice President shall schedule a grievance meeting with the member(s) and if the member(s) so elect(s), a representative of the CCC-AAUP, within 7 working days after receipt of the appeal and shall issue a written decision to the aggrieved member within 7 working days after the close of the meeting. If the issue could affect other members of the bargaining unit, the CCC-AAUP shall be notified of such meeting and have a right to be present and participate.

Step 4. If the grievance is not satisfactorily settled in Step 3, the aggrieved member and/or the CCC-AAUP may file an appeal with the Vice President for Human Resources/Personnel Relations of the College or his designee within 7 working days after the receipt of the Step 3 decision. Such appeal shall be in writing and shall specify the reason why the aggrieved member(s) and/or the CCC-AAUP believe(s) that the Step 3 decision is in error. The Vice President for Human Resources/Personnel Relations or his designee shall schedule a grievance meeting with the aggrieved member(s) and/or the representative of the CCC-AAUP as outlined above within 7 working days after the receipt of the appeal and shall render a written response within 7 working days after the close of the meeting.

Step 5. If the CCC-AAUP is dissatisfied with the Step 4 response and the grievance does not involve the non-renewal of a faculty member's contract, the CCC-AAUP may refer the matter to binding arbitration within ten (10) working days after the issuance of the Step 4 decision. If the CCC-AAUP elects to appeal the decision of the Vice President for Human Resources/Personnel Relations on a grievance to binding arbitration, the CCC-AAUP will waive the right to litigate or resolve the dispute in any other forum or by any other procedure.

Section 2. Upon written notice of the CCC-AAUP's intent to arbitrate a grievance, the parties shall each designate a representative, and the two representatives shall attempt to agree upon an impartial arbitrator. If the designated representatives are unable to reach agreement within one (1) week, the parties may request that the American Arbitration Association submit a panel of seven (7) arbitrators, and the arbitrator shall be selected in accordance with the Agency's then-applicable rules.

Section 3. In the event the CCC-AAUP is dissatisfied with the Step 4 response of the Vice President for Human Resources/Personnel Relations on a grievance involving non-renewal of a faculty member's contract, it may appeal the decision to advisory arbitration. The procedure for setting up such advisory arbitration shall be the same as the procedure set forth in Section 2. The findings and recommendation of the arbitrator under this procedure shall be issued to the Board of Trustees, the CCC-AAUP and the faculty member.

Section 4. In the event a grievance goes to arbitration, this Agreement shall be the basis on which the arbitrator's decision is rendered, and in reaching his decision, the arbitrator shall have no authority to amend, modify or in any way change its terms.

Section 5. Expenses and fees of the arbitrator shall be shared equally by the College and the CCC-AAUP.

Section 6. Decisions of arbitrators and settlements reached by the College and the CCC-AAUP in any step of the grievance procedure shall be final and binding on the CCC-AAUP, the College and the grievant.

Section 7. The time limits imposed by this Article shall, unless extended by mutual agreement, be considered as binding. In the event the College fails to answer a grievance at Step 2 or Step 3 within the established time limit, the Union may give notice in writing to the Vice President for Human Resources/Personnel Relations or his designee that the grievance will be considered granted unless the College answers the grievance within five (5) working days following receipt of the notice.

Section 8. If, in the opinion of the College or the AAUP, an individual's grievance affects a substantial number of employees as it relates to a particular set of facts, circumstances or issues similar to other employees, or as it relates to certain provisions of the Memorandum of Agreement, that grievance shall be converted to a policy grievance. Through the mechanism of the policy grievance, the related grievances of similarly situated employees, whether filed or not, will be consolidated into one proceeding, the outcome of which will be binding on all parties, actual or potential. Once classified as a policy grievance, the dispute will be handled pursuant to the existing procedure culminating in limited jurisdiction binding arbitration.

ARTICLE XXXIII
NO STRIKE/NO LOCKOUT

Section 1. The College and the CCC-AAUP subscribe to the principle that any and all differences arising under this Agreement should be resolved by peaceful and appropriate means without any interruption of the College programs and operations. Therefore, the CCC-AAUP agrees that during the term of this Agreement it shall not directly or indirectly call, authorize, instigate, engage in, support, encourage, ratify, assist in any way, or sanction any strike (including a sympathy strike), slowdown, work stoppage, or any interruption or interference with the normal operations of the College. Further, the CCC-AAUP agrees that after the expiration of this Agreement it shall not directly or indirectly call, authorize, instigate, engage in, support, encourage, ratify, assist in any way, or sanction any strike (including a sympathy strike), slowdown, work stoppage, or any interruption or interference with the normal operations of the College, except as provided by and in conformance with the Ohio Public Sector Bargaining Act.

Section 2. In addition, no faculty member shall instigate or participate, directly or indirectly, in any strike (including a sympathy strike), slowdown, work stoppage, or any interruption or interference with the normal operations of the College. Provided, however, it shall not be a violation of this Agreement for a faculty member to refuse to cross a picket line where there is a real and bona fide concern for personal safety. Violation of this provision shall be proper cause for disciplinary action, including discharge at the College's sole discretion. The sole question of whether a faculty member has engaged in any conduct prohibited by this provision is reviewable through the grievance and arbitration process.

Section 3. The CCC-AAUP shall at all times cooperate with the College in continuing normal operations and shall actively discourage and endeavor to prevent or terminate any violation of this provision. In the event any violation of this provision occurs, the CCC-AAUP shall immediately notify all faculty members that the strike, slowdown, work stoppage, or other interference with normal College operations is prohibited and is not in any way sanctioned or approved by the CCC-AAUP. Furthermore, the CCC-AAUP shall immediately advise members of the bargaining unit to return to their duties at once.

Section 4. The College agrees that during the term of this Agreement it shall not lock out any faculty members covered by this Agreement.

ARTICLE XXXIV
PROFESSIONAL ACTIVITIES OUTSIDE THE COLLEGE

It is recognized that faculty members may engage in limited professional activities outside the College and for which compensation is not received through the College, provided such activities do not interefere with the individual's full-time responsibilities to the College. In those instances when a faculty member has failed to perform one or more of his contractual responsibilities with the College and there is sufficient reason to believe that such performance is due to interference from the faculty member's outside professional activities, the faculty member will, upon written request, provide to the appropriate academic administrator sufficient information in writing concerning his outside professional activities.

ARTICLE XXXV
LEGALITY

It is the intent of the College and the CCC-AAUP that this Agreement comply in every respect with applicable statutes, constitutional requirements, affirmative action obligations and other governmental regulations, as well as judicial opinions. If any tribunal (including, but not limited to, a court of competent jurisdiction or any administrative agency or governmental body having jurisdiction) adjudges any article, section or clause in this Agreement to be in conflict with any law, regulation or affirmative action obligation, all the remaining articles, sections and clauses which are not rendered meaningless, inoperable or ambiguous as a result of the judgment shall remain in full force and effect for the duration of this Agreement. In the event any article, section, or clause is adjudged to be unlawful, and if the CCC-AAUP so requests, the parties will meet and discuss a lawful alternative provision.

ARTICLE XXXVI
DURATION

This Agreement represents a complete and final understanding on all bargainable issues between the College and the CCC-AAUP. This Agreement shall be effective September 1, 1986 and remain in full force and effect until September 1, 1989, and thereafter from year to year unless at least one hundred twenty (120) days prior to said expiration date or any anniversary thereof, either party gives timely written notice of an intention to reopen negotiations.

Effective June 1, 1981, the College shall have the right to reopen the contract on all economic subject matters based on the Board of Trustee's good faith determination of the existence of a "crisis" financial exigency.

Such good faith determination of "crisis" financial exigency will be subject to expedited review under the grievance/arbitration procedure. The Administration will endeavor to provide a sixty (60) day notice of its reason to believe that there is a pending "crisis" financial exigency to the CCC-AAUP and provide that organization with all available information. For the purpose of this section, "crisis" financial exigency shall be defined as follows: That current and projected revenues are so limited that the College can no longer continue to fulfill current and future financial obligations under the contract without disrupting the administration and program integrity of the College. During the pendency of such "crisis" financial exigency, Article XXXIII, No Strike, No Lockout, shall be suspended.

IN WITNESS WHEREOF, the parties have hereunto set their hands

this 23rd day of April, 1987

Patrick Masterson
President, CCC-AAUP

Ralph C. Tyler
Ralph Tyler
Chairman, Board of Trustees

Vernon K Berger

Nolen M. Ellison
Nolen M. Ellison
President

Carol A. Jones

Joseph D. Nolan

Andrew M. Scheer

William L. Murphy

Alan K. Vogel

APPENDIX A

FACULTY SALARY SCHEDULE FOR 36 WEEKS SERVICE

CUYAHOGA COMMUNITY COLLEGE
CLEVELAND, OHIO

SALARY TABLE 71

Fiscal Year 1986-87

Salary Steps	Salary Grades							
	A	B	C	D	E	F	G	H
14.0				36,242	37,856	40,413	42,211	45,063
13.5	30,444	31,801	33,219	35,463	37,042	39,541	41,304	44,092
13.0	29,790	31,115	32,502	34,697	36,242	38,688	40,413	43,142
12.0	28,520	29,790	31,115	33,219	34,697	37,042	38,688	41,304
11.5	27,903	29,148	30,444	32,502	33,949	36,242	37,856	40,413
11.0	27,302	28,520	29,790	31,801	33,219	35,463	37,042	39,541
10.0	26,138	27,302	28,520	30,444	31,801	33,949	35,463	37,856
9.5	25,575	26,716	27,903	29,790	31,115	33,219	34,697	37,042
9.0	25,025	26,138	27,302	29,148	30,444	32,502	33,949	36,242
8.0	23,959	25,025	26,138	27,903	29,148	31,115	32,502	34,697
7.5	23,442	24,484	25,575	27,302	28,520	30,444	31,801	33,949
7.0	22,937	23,959	25,025	26,716	27,903	29,790	31,115	33,219
6.0	21,959	22,937	23,959	25,575	26,716	28,520	29,790	31,801
5.5	21,485	22,443	23,442	25,025	26,138	27,903	29,148	31,115
5.0	21,020	21,959	22,937	24,484	25,575	27,302	28,520	30,444
4.0	20,126	21,020	21,959	23,442	24,484	26,138	27,302	29,148
3.5	19,693	20,567	21,485	22,937	23,959	25,575	26,716	28,520
3.0	19,266	20,126	21,020	22,443	23,442	25,025	26,138	27,903
2.0	18,542	19,266	20,126	21,485	22,443	23,959	25,025	26,716
1.5	18,051	18,852	19,693	21,020	21,959	23,442	24,484	26,138
1.0	17,660	18,542	19,266	20,567	21,485	22,937	23,959	25,575

20%
50%
95%

A = B.A. degree (or equivalent)
B = B.A. + 15 semester (22.5 quarter) credits
C = B.A. + 30 semester (45 quarter) credits
D = B.A. + 45 semester (67.5 quarter) credits or M.A. degree
E = M.A. + 15 semester (22.5 quarter) credits
F = M.A. + 30 semester (45 quarter) credits
G = M.A. + 45 semester (67.5 quarter) credits
H = Doctorate

FACULTY SALARY SCHEDULE FOR 36 WEEKS SERVICE

SALARY TABLE 71

CUYAHOGA COMMUNITY COLLEGE
CLEVELAND, OHIO

APPENDIX B

Fiscal Year 1987-88

Salary Steps	Salary Grades							
	A	B	C	D	E	F	G	H
14.0				37,329	38,992	41,625	43,477	46,415
13.5	31,357	32,755	34,216	36,527	38,153	40,727	42,543	45,415
13.0	30,684	32,048	33,477	35,738	37,329	39,849	41,625	44,436
12.0	29,376	30,684	32,048	34,216	35,738	38,153	39,849	42,543
11.5	28,740	30,022	31,357	33,477	34,967	37,329	38,992	41,625
11.0	28,121	29,376	30,684	32,755	34,216	36,527	38,153	40,727
10.0	26,922	28,121	29,376	31,357	32,755	34,967	36,527	38,992
9.5	26,342	27,517	28,740	30,684	32,048	34,216	35,738	38,153
9.0	25,776	26,922	28,121	30,022	31,357	33,477	34,967	37,329
8.0	24,678	25,776	26,922	28,740	30,022	32,048	33,477	35,738
7.5	24,145	25,219	26,342	28,121	29,376	31,357	32,755	34,967
7.0	23,625	24,678	25,776	27,517	28,740	30,684	32,048	34,216
6.0	22,618	23,625	24,678	26,342	27,517	29,376	30,684	32,775
5.5	22,130	23,116	24,145	25,776	26,922	28,740	30,022	32,048
5.0	21,651	22,618	23,625	25,219	26,342	28,121	29,376	31,357
4.0	20,730	21,651	22,618	24,145	25,219	26,922	28,121	30,022
3.5	20,284	21,184	22,130	23,625	24,678	26,342	27,517	29,376
3.0	19,844	20,730	21,651	23,116	24,145	25,776	26,922	28,740
2.0	19,098	19,844	20,730	22,130	23,116	24,678	25,775	27,517
1.5	18,593	19,418	20,284	21,651	22,618	24,145	25,219	26,922
1.0	18,190	19,098	19,844	21,184	22,130	23,625	24,678	26,342

20%
50%
95%

A = B.A. degree (or equivalent)
B = B.A. + 15 semester (22.5 quarter) credits
C = B.A. + 30 semester (45 quarter) credits
D = B.A. + 45 semester (67.5 quarter) credits or M.A. degree
E = M.A. + 15 semester (22.5 quarter) credits
F = M.A. + 30 semester (45 quarter) credits
G = M.A. + 45 semester (67.5 quarter) credits
H = Doctorate

FACULTY SALARY SCHEDULE FOR 36 WEEKS SERVICE

SALARY TABLE 71

CUYAHOGA COMMUNITY COLLEGE
CLEVELAND, OHIO

APPENDIX C

Fiscal Year 1988-89

Salary Steps	Salary Grades							
	A	B	C	D	E	F	G	H
14.0				38,449	40,162	42,874	44,781	47,807
13.5	32,298	33,738	35,242	37,623	39,298	41,949	43,819	46,777
13.0	31,605	33,009	34,481	36,810	38,449	41,044	42,874	45,769
12.0	30,257	31,605	33,009	35,242	36,810	39,298	41,044	43,819
11.5	29,602	30,923	32,298	34,481	36,016	38,449	40,162	42,874
11.0	28,965	29,602	31,605	33,738	35,242	37,623	39,298	41,949
10.0	27,730	28,965	30,257	32,298	33,738	36,016	37,623	40,162
9.5	27,132	28,343	29,602	31,605	33,009	35,242	36,810	39,298
9.0	26,549	27,730	28,965	30,923	32,298	34,481	36,016	38,449
8.0	25,418	26,549	27,730	29,602	30,923	33,009	34,481	36,810
7.5	24,869	25,976	27,132	28,965	30,257	32,298	33,738	36,016
7.0	24,334	25,418	26,549	28,343	29,602	31,605	33,009	35,242
6.0	23,297	24,334	25,418	27,132	28,343	30,257	31,605	33,738
5.5	22,794	23,809	24,869	26,549	27,730	29,602	30,923	33,009
5.0	22,301	23,297	24,334	25,976	27,132	28,965	30,257	32,298
4.0	21,352	22,301	23,297	24,869	25,976	27,730	28,965	30,923
3.5	20,893	21,820	22,794	24,334	25,418	27,132	28,343	30,257
3.0	20,439	21,352	22,301	23,809	24,869	26,549	27,730	29,602
2.0	19,671	20,439	21,352	22,794	23,809	25,418	26,549	28,343
1.5	19,151	20,001	20,893	22,301	23,297	24,869	25,976	27,730
1.0	18,736	19,671	20,439	21,820	22,794	24,334	25,418	27,132

20%
50%
95%

A = B.A. degree (or equivalent)
B = B.A. + 15 semester (22.5 quarter) credits
C = B.A. + 30 semester (45 quarter) credits
D = B.A. + 45 semester (67.5 quarter) credits or M.A. degree
E = M.A. + 15 semester (22.5 quarter) credits
F = M.A. + 30 semester (45 quarter) credits
G = M.A. + 45 semester (67.5 quarter) credits
H = Doctorate

AGREEMENT
BETWEEN
EDISON STATE COMMUNITY COLLEGE
AND THE
EDISON STATE EDUCATION ASSOCIATION

TERM EXPIRES AUGUST 31, 1989

JC 870520

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AGREEMENT

This AGREEMENT made and entered into as of this third day of July, 1986, by and between the EDISON STATE COMMUNITY COLLEGE, hereinafter referred to as the "College," and the EDISON STATE EDUCATION ASSOCIATION, hereinafter referred to as the "Association," and jointly hereinafter referred to as "parties":

WITNESSETH:

WHEREAS, the Association recognizes that the College has the full and exclusive responsibility and obligation of providing education and training for the students enrolled in its system; and

WHEREAS, the College recognizes the Association as the exclusive collective bargaining representative for the employees covered by this Agreement as hereinafter provided; and

WHEREAS, it is the intent and the purpose of the parties hereto that this Agreement respect and promote said responsibility and obligation of the College as well as the interest of its employees; provide the highest quality education and training; prevent interruptions to and interferences with the College's services and programs; and set forth herein the rates of pay, hours of work and conditions of employment for the employees covered by this Agreement;

NOW, THEREFORE, in consideration of the

mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE I
RECOGNITION

Section 1. The College recognizes the Association as the sole and exclusive representative of the employees of the College, as hereinafter defined, for the purposes of collective bargaining with respect to rates of pay, hours of employment, and other terms and conditions of employment. Except as hereinafter limited, the terms "employee" or "employees" as used herein shall apply to persons who are employed as full-time teaching faculty of the College.

Except as hereinafter limited, the terms "employee" or "employees" as used herein shall exclude all other employees of the College, including but not limited to:

a. Full-time teaching faculty not employed at the time of execution of this Agreement -- such new full-time faculty to be covered by the Agreement upon the completion of ninety (90) days of employment;

b. Part-time faculty members; and

c. Temporary faculty, instructional assistants, tutors and employees whose appointments are primarily funded through special grants;

d. Associate Deans/heads/directors and employees of non-academic departments or programs;

e. Administrators at the level of Associate

28

Dean and above.

Section 2. If no sooner than one hundred and twenty (120) days and no later than ninety (90) days prior to the expiration date of this Agreement thirty percent (30%) or more of the employees in the bargaining unit sign a petition which is presented to the College requesting that a representation election be conducted, a secret ballot election shall be held under the auspices and rules of the State Employment Relations Board to determine whether the Association shall continue to be recognized as the exclusive bargaining representative for full-time teaching faculty or whether no such representative is desired by such faculty members. The parties agree that such election will be held by mutual consent. Said election shall be held no later than the expiration date of this Agreement. The Association shall continue to be recognized by the College as the sole and exclusive bargaining representative for employees in the bargaining unit only if the Association receives a majority of the votes cast by eligible voters in the bargaining unit in the election.

Section 3. The College and the Association agree that membership in the Association shall not be compulsory. The Association agrees that neither it nor any of its officers or members will intimidate or coerce any employee with respect to becoming or remaining a member of the Association. The College agrees that it will not intimidate or coerce any employee with respect to becoming or remaining a member of the Association.

ARTICLE II
MANAGEMENT RIGHTS

The Association recognizes that the College maintains the sole and exclusive right to manage its operations in such manner as the College shall determine. All rights, functions and prerogatives of management not expressly and specifically restricted or modified by an explicit provision of this Agreement are reserved and retained exclusively by the College. The College's right to manage its operations shall include, but not be limited to, its rights to:

1. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the College, standards of services, budget, utilization of technology, organizational structure, facilities and equipment, and policy determinations;

2. Direct, supervise, evaluate, and hire employees;

3. Maintain and improve the efficiency and effectiveness of College operations;

4. Determine the overall methods, process, means, or personnel by which operations are to be conducted;

5. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;

6. Determine the adequacy, size and composition of work force;

7. Determine the overall mission of the College;

8. Effectively manage the work force and maintain discipline, safety and order;

9. Take actions to carry out the mission of the College as a governmental unit;

10. Establish, modify and enforce reasonable rules of conduct; and

11. In general, do all things appropriate and incidental to the grant of authority under the Ohio Revised Code.

ARTICLE III
ASSOCIATION RIGHTS

Section 1. The Association shall be permitted to use College facilities at no cost, as in the past, for purposes of transacting official Association business, provided that such meetings do not interfere with the normal hours and operation of the College. The use of College facilities by the Association must be approved by the appropriate administrative officer of the College, and such approval shall be determined within the guidelines of College policy.

Section 2. The Association shall be permitted reasonable use of the College's bulletin board in the staff lounge and faculty mailboxes for communicating with members of the bargaining unit.

Section 3. Access to photocopying machines shall be available to the Association at the same cost as access to the College's public access machine(s), provided no secretarial or clerical help is required by the Association.

Section 4. The College will deduct from the pay of the members of the Association covered by this Agreement any dues, assessments and fees levied in accordance with the constitution and bylaws of the Association and its affiliates. Deductions shall be made only following receipt from the Association of individually signed authorization cards executed by Association members for that purpose. The College's obligation to make deductions will terminate automatically upon receipt of revocation of authorization by an employee due to termination of employment, transfer to a job classification outside the bargaining unit, or termination of affiliation with the Association. All authorized deductions will be made from the Association members' pay on a regular biweekly basis, November through June. Pay deductions shall be transmitted to the Association monthly, November through June.

The Association agrees to indemnify and hold the College and any of its agents harmless against any and all claims, demands, suits, and other forms of liability that may arise out of, or by reason of, action taken or not taken by the College for the purpose of complying with this provision, or in reliance on any notice or authorization form furnished under any provision of this Agreement.

Section 5. Neither the College nor the Association shall discriminate against any employee because of the employee's membership in or activity on behalf of the Association.

ARTICLE IV
CONTRACT YEAR

Each faculty member will be assigned duties by the College on a maximum of one hundred and eighty-five (185) days between September 1 and two (2) calendar days after the final day of the spring term final exam period, inclusive. Commencement shall be included as an assigned duty day. The College reserves the right to establish and change the annual academic calendar; provided, however, the College will, in the exercise of its sole discretion, endeavor to provide such periods between the terms of the academic year as are appropriate, in view of the College's operational goals, during which periods no duties will be assigned to faculty members without their consent.

A calendar of required days of obligations for a contract year will be provided to each faculty member on or before August 1 preceding the beginning of the contract year.

In the event that the College adopts an academic calendar other than the quarter system currently in use, the College will, upon request by the Association, meet with the Association and discuss such adjustments as may be indicated by the new calendar.

ARTICLE V
WORKLOAD AND RESPONSIBILITIES

Section 1. Definition. Full-time faculty are those persons employed to provide instruction during a regular academic year whose assigned load is a minimum of forty-five (45) contract hours. This definition does not apply to faculty appointed on a temporary basis. Contract hours taught during summer sessions cannot be applied toward the forty-five (45) hour minimum.

In special cases, the Dean of Academic Services can reduce a specific full-time faculty member's required minimum. Reduced teaching assignments shall be offset by other instructionally related duties as assigned by the Dean of Academic Services. In no case shall a specific faculty member have his assigned minimum reduced for more than three (3) consecutive quarters.

Section 2. Duties and Responsibilities: The duties and responsibilities of each faculty member shall include teaching and effective advisement of students; service to the College, including participation in appropriate non-classroom teaching functions and performance of assigned administrative obligations; and on-going professional development and professional service. In order to fulfill these duties and responsibilities, each faculty member shall be familiar with the philosophy and objectives of the College, and, in carrying out these duties and responsibilities, each faculty member shall work within the plans and policies of the College. Accordingly, each faculty member shall:

a. Provide instruction and conduct classes in accordance with the philosophy of the College and within the scope of a defined course of study.

b. Cooperate in the development and revision of curriculum, preparation of course outlines, selection of textbooks, library materials, equipment and supplies, and the selection and preparation of instructional materials.

c. Evaluate student progress through appropriate methods, including regularly scheduled and final evaluations.

d. Keep accurate records and submit punctually grade reports and other reports required by the Administration.

e. Advise students in cooperation with the counseling staff and refer to the counseling service any students whose scholastic or personal needs require special attention.

f. Meet all assigned classes and maintain an approved, posted schedule of office hours.

g. Attend faculty meetings, division meetings, and other meetings as required.

h. Assist in the registration and preregistration of students as assigned.

i. Assume responsibility for keeping a credential file current by providing, on at least a yearly basis, all evidence of professional growth.

j. Maintain, to the extent reasonably possible, appropriate conduct of students in the classroom.

k. Be responsible for prudent and effective use of equipment and instructional supplies.

l. Develop, obtain approval of the appropriate Associate Dean for, and carry out a planned program of individual professional development and professional service.

m. Prepare annually, as required by the Dean of Academic Services, individual goals and performance objectives.

The following list of responsibilities may not be applicable to every faculty member in any given year. Faculty members will undertake the responsibilities in the following list when assigned to do so by the appropriate Associate Dean, or as the faculty member has the opportunity to do so. It is acknowledged and agreed that faculty members are encouraged and expected to exercise initiative in identifying and pursuing appropriate activities within the following list. A faculty member will not be held accountable for not participating in activities which are not applicable to him.

a. Serve on committees and coordinate the activities of program advisory committees.

b. Participate in the College's promotional activities and engage in activities that contribute to the College's efforts to recruit students.

c. Participate in the Speakers' Bureau; sponsor or assist with student clubs or activities, and participate in College-sponsored in-service training programs.

d. Substitute for colleagues for approved absences.

e. Assist part-time faculty who teach in the faculty member's field of study.

f. Supervise assigned student workers.

g. Participate in College-sponsored and College-related community service activities.

h. Perform such other duties as the appropriate Associate Dean or the Dean of Academic Services may assign for the good of the College.

Section 3. Class and Office Hours:

a. Meeting Classes: Faculty shall meet their classes for all assigned hours, and no class shall be cancelled or rescheduled without authorization of the appropriate Associate Dean or his designee. Faculty who are absent during assigned class hours without authorization are subject to pay reduction or other disciplinary action. An authorized absence shall be covered by substitution or by having the work made up fully. Any absence requires that suitable arrangements, such as outside readings, writing assignments, individual study, make-up class or coverage by another faculty member, be made by the faculty member. The faculty member's proposal for covering the classes missed will be submitted to the appropriate Associate Dean. Verification of such coverage by the appropriate Associate Dean shall be required.

b. Substitution: On occasions when a full-time faculty member is absent from class, other full-time members of the staff may be asked to teach the class without reimbursement. The appropriate Associate Dean will attempt to equalize such assignments so that the additional assignments will not become a burden to any person. Assignments of this order will be considered part of the regular hours for the faculty members involved.

In exceptional cases, such as prolonged

illness of a full-time faculty member, another faculty member may be asked, at the discretion of the Dean of Academic Services, to substitute at the overload pay rate specified in this contract. Any hours involved in substituting for pay must be outside the regularly scheduled hours of the substituting faculty member and shall be agreed to in writing.

c. Office Hours/Advisement: During the academic year, each faculty member shall schedule six (6) office hours each week in which classes are in session. With the written approval of the appropriate Associate Dean, a faculty member's normal schedule of six office hours may be revised during the weeks of final exams. At least one office hour shall be scheduled each day that the faculty member is assigned classes. At least one office hour shall be scheduled on each of four of the College's six class days. Office hours shall be scheduled such that students and prospective students shall have reasonable accessibility. Evening hours shall be required when the faculty member is assigned evening classes.

Full-time faculty members may be assigned additional advising hours during the three days preceding the Thanksgiving holidays.

An office hour is defined as a sixty-minute (60 period in which the faculty member is present in his office and available to students or the administration for consultation. In the event that a student may best be served through consultation in another campus setting, e.g., the library or a laboratory, it shall be the responsibility of the faculty member to notify the faculty secretary of the location where the consultation will occur and the anticipated duration of the consultation and to notify the secretary of his return to his office.

Full-time faculty members who teach during one or more of the College's summer sessions shall maintain scheduled office hours at the rate of two-tenths (2/10) an office hour per class hour per day.

Office hours shall be clearly posted on the individual faculty member's office door, with a copy forwarded to the divisional secretary no later than the fifth class day of each term.

d. Teaching Load: Each full-time faculty member shall be expected to teach fifteen (15) contract hours* per quarter during the academic year. Each contract hour taught in excess of fifteen (15) in any quarter during the academic year shall constitute an overload.

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*A contract hour is defined as one fifty-minute (50) hour of lecture weekly for the full academic quarter. Each weekly hour of laboratory, clinic, or studio shall be equated to three fourths (3/4) contract hour; each hour of scheduled tutoring shall be equated to one-quarter (1/4) contract hour; each credit hour of independent study taught shall be equated to one-tenth (1/10) contract hour. Where "blocking" of multiple courses occurs, the faculty member's load shall be based on the contribution to that load generated by one of the blocked sections; if the blocked sections carry differing contract hour values, the highest shall be used.

e. Overload and Summer Teaching Assignment: All assignment of full-time faculty to overloads and summer teaching shall be at the discretion of the College. To the extent that timing, economic conditions, and instructional effectiveness allow, full-time faculty members will be given first consideration for overload and summer teaching assignments. No faculty member shall teach in excess of a total of twelve (12) contract hours during all of the summer sessions, nor in excess of sixty (60) contract hours during any regular academic year. In special circumstances, the Dean of Academic Services may extend the summer session maximum to thirteen (13) contract hours. When a full-time faculty member is assigned overload or summer teaching, his pay for each contract hour of such assignment shall be at the rate of $325/contract hour.

Payment for academic year overloads shall occur on the payday immediately following the date when grades are due at the end of each term. Payment for summer teaching shall occur on the paydays immediately following the conclusion of each of the five-week terms. Payment for instruction during the eight-week term shall be divided equally and shall occur at the five-week pay periods.

ARTICLE VI
FACULTY RANK AND SALARY

Section 1. It is the policy of the College and the Association to have all full-time faculty placed in one of the following academic ranks:

Professor
Associate Professor
Assistant Professor
Instructor
Assistant Instructor

Placement and promotion of faculty members into such ranks is the responsibility of the College. The following general criteria shall apply to the College's placement and promotion decisions:

a. Minimum requirements for each faculty rank are set forth in Appendix A to this Article. The meaning of the criteria listed in Appendix A is contained in Appendix B to this Article.

b. Fulfillment of normal minimum criteria does not guarantee placement in or promotion to a given faculty rank.

c. The College shall exercise its best judgment on all decisions as to placement or promotion to accommodate considerations such as market supply and demand, budget limitations, individual effectiveness, complementarity of strengths, technical licenses and the overall best interest of the College.

d. No more than sixty (60) percent of the faculty may hold the ranks of Associate Professor and

Professor; no more than twenty (20) percent may hold the rank of Professor.

e. Faculty members may apply for promotion to the Promotion Committee. The Promotion Committee shall be comprised of the Dean of Academic Services, two Associate Deans designated by the Dean of Academic Services, and two faculty members elected by the total full-time faculty of the College. The two faculty members of the Promotion Committee may not be from the same academic division of the College. Faculty members who apply for promotion shall not be eligible to serve on the Promotion Committee during the academic year in which their applications are considered. The Committee shall be chaired by the Dean of Academic Services.

f. Applications for promotion must be submitted to the Dean of Academic Services no later than March 1 preceding the academic year in which any promotion would become effective. The Promotion Committee shall review the timely application of any faculty member and make its recommendation concerning the granting or denial of promotion. The affirmative vote of four of the members of the Committee shall be required for a recommendation to grant a promotion. Faculty members must meet the minimum criteria for promotion set forth in the appendices to this Article by the effective date of their promotions.

g. The Promotion Committee shall forward its recommendation concerning an application to the President of the College. The President shall prepare his recommendation concerning the application and shall forward it to the Board of Trustees; the Board shall grant or deny the promotion. A faculty member may withdraw his application at any stage of the procedure.

Section 2. The placement and promotion contract year base salary ranges, which shall be in effect during this Agreement, shall be as follows:

Rank	Contract Year Base Salary Minimum	 Maximum
Professor	$26,900	$35,000
Associate Professor	22,500	32,500
Assistant Professor	18,500	30,000
Instructor	15,400	27,500
Assistant Instructor	11,000	14,200

Within the above-mentioned ranges, and except as otherwise specified in this Article, the contract year base salary of each full-time teaching faculty member shall be determined annually by the Board of Trustees upon the recommendation of the President of the College.

In those cases where program requirements and/or market conditions make it impossible to attract qualified candidates within the above ranges, the President can place full-time faculty members outside of the range for the appropriate rank. This action will be taken only after consultation with the Association president.

Salary Increments. Effective with the

execution of this Agreement, the 1985-86 contract year base salary, for a faculty member who was actively employed on a full-time basis by the College on or before June 1, 1986, shall be increased by $1,200 plus the performance increment as indicated below:

85-86 Evaluation Rating Excellent - $300
85-86 Evaluation Rating Very Good - $200
85-86 Evaluation Rating Good - $100

These increments will be paid in full; they will not be prorated in accordance with the effective date of this Agreement.

Individuals holding the rank of Professor at the commencement of the 1986-87 academic year, shall receive a one-time only increase to their 1985-86 contract year base salary in the amount of $1,000.

Effective with the commencement of the 1987-88 academic year, the 1986-87 contract year base salary, for a faculty member who was actively employed on a full-time basis by the College on or before June 1, 1987, shall be increased by $1,000 plus the performance increment as indicated below:

86-87 Evaluation Rating Excellent - $300
86-87 Evaluation Rating Very Good - $200
86-87 Evaluation Rating Good - $100

Effective with the commencement of the 1988-89 academic year, the 1987-88 contract year base salary, for a faculty member who was actively employed on a full-time basis by the College on or before June 1, 1988, shall be increased by $1,000 plus the performance increment as indicated below:

87-88 Evaluation Rating Excellent - $300
87-88 Evaluation Rating Very Good - $200
87-88 Evaluation Rating Good - $100

A rank increment shall not be granted to any extent to which it would cause a faculty member's contract year base salary to exceed the maximum contract year base salary established in this Section for his rank.

Promotion Increments and Affirmative Action Adjustments, Fiscal Year 1986-87.

a. Each faculty member who is promoted at the commencement of the 1986-87 academic year will receive a promotion increment which will be added to and become a part of his 1986-87 contract year base salary and which will be in the following amount:

Promotion from Instructor to Assistant Professor -- $500

Promotion from Assistant Professor to Associate Professor -- $1,000

Promotion from Associate Professor to Professor -- $1,500

A promotion increment shall not be granted to any extent to which it would cause the faculty member's contract year base salary to exceed the maximum salary for the rank to which he has been promoted.

b. The President may make affirmative action adjustments, as the merits of individual faculty member cases may warrant.

An affirmative action increment shall not be granted to any extent to which it would cause the faculty member's contract year base salary to exceed the maximum salary for his rank.

Promotion Increments and Affirmative Action Adjustments, Fiscal Year 1987-88.

a. Each faculty member who is promoted at the commencement of the 1987-88 academic year will receive a promotion increment which will be added to and become a part of his 1987-88 contract year base salary and which will be in the following amount:

Promotion from Instructor to Assistant Professor -- $500

Promotion from Assistant Professor to Associate Professor -- $1,000

Promotion from Associate Professor to Professor -- $1,500

A promotion increment shall not be granted to any extent to which it would cause the faculty member's contract year base salary to exceed the maximum salary for the rank to which he has been promoted.

b. The President may make affirmative action adjustments, as the merits of individual faculty member cases may warrant.

An affirmative action increment shall not be granted to any extent to which it would cause the faculty member's contract year base salary to exceed the maximum contract year base salary to exceed the maximum salary for the rank to which he has been promoted.

b. The President may make affirmative action adjustments, as the merits of individual faculty member cases may warrant.

An affirmative action increment shall not be granted to any extent to which it would cause the faculty member's contract year base salary to exceed the maximum salary for his rank.

Append

Minimum Criteria

	Full-time Faculty in General Studies, Hum Natural Sciences and
	Initial Appoin
Professor	
1) Education	Masters plus 45 gradu (must include 30 grad the teaching field)
2) Experience	
a. Related Occupation	0
b. College Teaching	10
3) Performance	Excell
Associate Professor	
1) Education	Masters plus 30 gradu (must include 40 grad the teaching field)
2) Experience	
a. Related Occupation	C
b. College Teaching	7
3) Performance	Very G
Assistant Professor	
1) Education	Masters plus 10 gradu (must include 30 grad the teaching field)
2) Experience	
a. Related Occupation	
b. College Teaching	
3) Performance	Go
Instructor	
1) Education	Masters (must includ hours in teaching fi
2) Experience	
a. Related Experience	
b. College Teaching	
3) Performance	(
Assistant Instructor	Appointment on a tem minimum requirements such requirements wi

salary for his rank.

Promotion Increments and Affirmative Action Adjustments, Fiscal Year 1988-89.

a. Each faculty member who is promoted at the commencement of the 1988-89 academic year will receive a promotion increment which will be added to and become a part of his 1988-89 contract year base salary and which will be in the following amount:

Promotion from Instructor to Assistant Professor -- $500

Promotion from Assistant Professor to Associate Professor -- $1,000

Promotion from Associate Professor to Professor -- $1,500

A promotion increment shall not be granted to

A

er Faculty Rank

evelopmental Studies, itiies, Social Sciences, ath	Full-time Faculty in Specialized Occupational and Technical Applied Science and Applied Business Fields
ment/Promotion	Initial Appointment/Promotion
e quarter hours te quarter hours in t	Masters plus 30 graduate quarter hours (must include 40 graduate quarter hours in the teaching field) 3 10 Excellent
e quarter hours te quarter hours in d	Masters (must include 30 graduate quarter hours in the teaching field) 4 7 Very Good
e quarter hours te quarter hours in	Bachelors plus 23 graduate quarter hours in the teaching field 3 3 Good
0 graduate quarter 0 0 d	Bachelors (with major in related field) 2 0 Good

ory basis for a period of one year for persons who meet most of the r the instructor rank and who show evidence of being able to complete in one year. A one-year renewal only of assistant instructor appointment

APPENDIX B

Explanation of Terms Used in Appendix A

1. Education:

a. Minimum degree educational requirements for original appointments and promotions must always be met. However, substitution of some experience for education credit hours may partially satisfy these minimum requirements. In cases involving promotion, such experience may be substituted only when it is part of a plan which is on file with and approved by the College. Rigor and content will be assessed in determining the specific credit to be granted. Credit hour equivalency may be granted for no more than twenty-five (25) quarter hours for (i) and (ii) or a combination of both during employment at the College.

(i) active participation in C.E.U. classes when part of a plan approved by the College (twenty [20] contact hours is equivalent to one quarter hour);

(ii) Non-teaching experience directly related to the employee's field at a rate not to exceed 1.5 quarter hours per month of full-time equivalent work experience. Work experience used as an equivalent for educational credit hours cannot be used to satisfy the experience criterion.

b. Two-thirds of a semester hour equals one quarter hour.

2. Experience:

a. "Occupational experience" means full-time, paid work in the field in which the individual is, or seeks to become engaged in, teaching. Equivalence may be granted for the following:

(i) A maximum of one (1) year of additional study in an institution of higher education or special school (45 quarter hours or equivalent) may be substituted for two (2) years of occupational experience. Additional study so applied may not also be used to meet educational requirements;

(ii) A maximum of three (3) years of college teaching beyond the required minimum in rank may be substituted for one (1) year of occupational experience. Teaching so applied may not also be applied towards teaching experience requirements.

b. "Teaching experience" means full-time college teaching or its equivalent. Graduate assistance is not counted as teaching equivalent. Two (2) years of full-time high school teaching is considered to be equivalent to one (1) year of full-time college teaching, up to a maximum allowable equivalence of three (3) years of teaching experience (for six [6] years of high school teaching). Forty-five (45) contract hours of part-time teaching at the College is considered to be equivalent to one year of full-time college teaching.

c. The minimum teaching experience in rank required for promotion at the College is three (3) full contract years for promotion from: 1) Assistant Professor to Associate Professor, and 2) Associate Professor to Professor. One year is the maximum credit for teaching that can be earned in any 12-month period.

3. Performance:

"Performance" means the faculty member's accomplishment of his three major areas of duties and responsibilities: 1) teaching and effective advisement of students; 2) service to the College; and 3) on-going professional development and professional service, all of which are more specifically set forth in the Workload and Responsibilities article of this Agreement. The rating of performance used to determine whether the requirements for placement or promotion are met is that given through the administrative evaluation process of the College.

ARTICLE VII
INDIVIDUAL CONTRACTS

Initial appointment as a full-time faculty member shall be for one (1) contract year.

A full-time faculty member shall serve a probationary period of three (3) academic years from the time of initial appointment. During the probationary period, the faculty member's performance will be formally reviewed and evaluated each year; and, if warranted, his contract may be renewed for a period not to exceed one (1) year at a time.

At the end of the probationary period, upon a recommendation by the President and approval by the Board of Trustees, the faculty member shall be eligible for tenure, but the probationary period for a faculty member may be extended by the College for one (1) additional year beyond the date of initial eligibility for tenure.

Tenure, as defined in this Agreement, is a three-year contract which is renewed in the second year. If there is an expectation that a faculty member's contract will be continued beyond the third year of an extended contract, then the faculty member will be issued a new extended contract at the end of the second year of his current extended contract, except that any contract shall be terminated at the end of the academic year in which the faculty member reaches the age of seventy (70). The new extended contract will supersede the third year of the current extended contract. Any obligation assumed under tenure is conditioned upon adequacy of revenue and support through legislative action.

If the expectation of non-continuation is a result of deficiencies in the faculty member's performance, then the College shall provide the faculty member with a written description of what the deficiencies are. If the faculty member has removed those deficiencies in the third year of a three-year contract, the College shall issue the faculty member a new three-year contract.

Decisions of the College concerning the granting and/or renewal of one-year contracts or of extended contracts shall not be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE VIII
EVALUATIONS

The evaluation of full-time teaching faculty members is the responsibility of the College administration. Faculty members shall be evaluated on the basis of criteria established in the policies of the College and in this Agreement. The procedures to be followed by the College in making evaluations shall be published in writing and distributed to the faculty.

ARTICLE IX
PERSONNEL FILES

A personnel file on each full-time faculty member will be maintained by the Personnel Office.

A faculty member may have, by arrangement with the Personnel Office, access to his personnel file, exclusive of confidential pre-employment recommendations and placement credentials. The faculty member may not remove material from his file except for immediate inspection, and he may not remove the file from the area designated for the review. Subsequent to such review, the faculty member will be provided, at cost and upon request, copies of non-excluded material contained in his file.

A faculty member may enter in his file a statement which is intended to clarify, correct, or refute material therein. Any such statement must be signed and dated by the faculty member.

If a document was relied upon by College administration in developing a faculty member's evaluation, and if a copy of the document is in the possession of the College administration, such copy shall be placed in the faculty member's personnel file at the same time as is the evaluation.

Other than student evaluation forms collected pursuant to the College's faculty evaluation procedure, or summaries or compilations of such evaluation forms, No anonymous statements shall be placed in the personnel file.

ARTICLE X
OUTSIDE COMMITMENTS

It is acknowledged that a full-time teaching faculty position at the College requires excellence in performance. Therefore, any outside commitment which would adversely affect a faculty member's proficiency, performance of regular duties or contractual obligations in any way is prohibited. Insofar as these contractual obligations are not violated, faculty members are encouraged to participate in community service and related activities.

Any outside employment engaged in by a faculty member must:

1. Be of such a nature that the public would not construe the faculty member's performance of such employment to constitute official activity of the College;

2. Not involve the use of official information of the College which is not available to the general public;

3. Not create or appear to create a conflict with the employee's responsibilities to the College;

4. Not duplicate the activities or services of the College, except that this provision shall not apply to:

(a) Employment performed outside the

three-county service district of the College; or

(b) Employment with respect to which the College's Continuing Education Office has declined the opportunity to provide the services in question.

5. Not involve the use of the facilities, equipment or materials of the College; and

6. Not adversely affect the teaching or other College duties of the faculty member.

Faculty members must apply to the Dean of Academic Services for permission to engage in employment outside the College. The granting or denial of such requests shall be governed by the principles enunciated in this Article and shall be accomplished within five (5) working days of the Dean's receipt of them. Approval of such requests shall not be unreasonably withheld. Upon request, the Dean of Academic Services shall provide a written statement concerning the reasons for the denial of such a request within five (5) working days of such denial. A faculty member may appeal such a denial to the President.

ARTICLE XI
AUTHORIZED LEAVES OF ABSENCE

Section 1. A full-time teaching faculty member who has held a full-time appointment with the College for at least five (5) years shall be eligible to request a leave of absence without pay of up to one (1) year for purposes of advanced study, an exchange teaching assignment, travel, governmental service or any other professional experience which is related to his field of teaching, or which will improve his professional competence as a College faculty member. Requests for such leaves must be submitted in writing through College administrative channels at least six (6) months prior to the proposed commencement dates of such leaves. The granting of such leaves shall rest within the discretion of the College administration; no such leave shall be granted without the approval of the President of the College.

Section 2. Full-time teaching faculty members shall be eligible to request in writing a medical leave of absence of up to one (1) year for medical or other reasons. The granting of such leaves shall rest within the discretion of the College administration; no such leave shall be granted without the approval of the President of the College.

In case of illness or injury, a request for a leave of absence must be supported by medical evidence satisfactory to the College. Such leave shall terminate automatically when a faculty member becomes totally and permanently disabled or when he is capable of returning to work as certified by the physician in charge of the case, whichever is shorter. To the extent allowable by law, the College may extend fringe benefits to a faculty member on medical leave.

Section 3. A full-time teaching faculty

member who has held a full-time appointment with the College for at least seven (7) years shall be eligible to request a professional development leave of absence of up to one (1) year for purposes of advanced study, an exchange teaching assignment, travel, governmental service, or any other professional experience which is related to his field of teaching, or which will improve his professional competence as a College faculty member. Requests for such leaves must be submitted in writing through College administrative channels at least six (6) months prior to the proposed commencement dates of such leaves. The granting of such leaves shall rest within the discretion of the College administration; no such leave shall be granted without the approval of the President of the College.

Professional development leaves of absence may be granted for one, two, or three quarters. Professional development leaves shall be granted at 80% of the individual's annual base salary rate for the first quarter of leave, 65% for the second quarter of leave, and 50% for the third quarter of leave. The College's contribution toward fringe benefits shall be 80% of the current contribution for full-time faculty for the first quarter of leave, 65% for the second quarter of leave, and 50% for the third quarter. The period of leave shall be credited as service for the granting of pay increments.

The faculty member granted a professional development leave of absence must sign a statement affirming his intention to continue employment at the College for a minimum period of one (1) year after the end of the professional leave.

Within thirty (30) days of the completion of the professional development leave of absence, the employee must file a final report concerning activities engaged in and the accomplishment of the objectives of the leave.

Section 4. Faculty members may be granted paid personal leave where compelling reasons make it necessary for a faculty member to be absent from work. Such leave shall be taken only upon the approval of the Dean of Academic Services upon the recommendation of the appropriate Associate Dean. Compelling reasons may include, but would not be limited to, religious holidays, legal and business matters, and family needs other than illness.

Section 5. Except as approved in advance in writing by the administration, no faculty member granted a leave of absence shall accept other employment during the period of his leave of absence. Violation of this provision will result in termination of employment.

This provision shall not apply to assistantships or other grants under which the faculty member performs some service for a recognized institution of higher education while engaged in graduate study at that institution.

Section 6. Except as otherwise specified, all leaves of absence shall be without pay and other benefits, and must be applied for and granted in writing. Benefits accrued by a faculty member prior to the effective date of the leave shall be granted to him upon his return.

Section 7. Faculty members who misrepresent facts in order to obtain or attempt to obtain a leave of absence shall be discharged or otherwise disciplined at the option of the College. Failure of a faculty member to report for work as of the expiration of his leave of absence shall result in the termination of his employment by the College. A faculty member on leave must give written notice of his intention to return to work by March 1 of the year in which he plans to return, or if the leave is for less than a year, the faculty member must give such notice by such date as shall have been established and approved at the time of the request.

Section 8. Upon returning from leave, a faculty member may be required by the College to submit to such medical examinations and tests as the College deems necessary. The College shall select the physician who performs the tests and shall pay for any such tests required; provided, however, the College

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shall not be responsible for any costs associated with the College's requiring a faculty member to obtain a statement from his physician indicating that he is fit to return to work. The College shall have no obligation to reinstate the faculty member unless the faculty member passes the medical examinations and tests. A faculty member who passes such tests and examinations as are required by the College will be reinstated to his former position unless that position has been suspended or eliminated because of financial exigency or program curtailment. In the event of such suspension or elimination, the College will, within five (5) working days of the College's determination of the necessity for such suspension or elimination, postmark a certified mail letter to the faculty member on leave, directed to the faculty member's last address left with the College, notifying him of the action. In the event of such suspension or elimination, the faculty member shall be given whatever position is available for which, in the opinion of the College, he is qualified. If no position is available for which the faculty member is qualified, the faculty member shall be placed on layoff. If the position is reinstated within one year of the faculty member's layoff, he shall be offered the position with the same rank he held at the time of layoff. There shall be no obligation for the College to provide work prior to the expiration of any leave of absence.

Section 9. During any one quarter, no more than six (6) percent of the full-time teaching faculty shall be granted leaves of absence without pay or professional development leaves of absence.

ARTICLE XII
SUPPLEMENTAL BENEFITS

Section 1. Health Insurance: Effective with the first pay period commencing after the effective date of this Agreement, the College shall contribute on behalf of an eligible full-time teaching faculty member who desires such coverage either 100% of the cost of the premium for single coverage or 100% of the cost of the premium for single coverage plus 50% of the cost of the premium for dependent coverage under a group medical/surgical insurance policy with supplemental major medical coverage.

The College shall be required to make the above-mentioned contributions only on behalf of full-time teaching faculty who are not covered by any other health insurance plan and who are engaged in the active service of the College. Except as stated elsewhere in this Agreement, such contributions shall not be made on behalf of faculty members who are on leave or layoff.

When a faculty member is on professional development leave, the College's contribution to the health insurance premium shall be proportional to the amount of full-time base salary the faculty member is receiving.

Section 2. Dental Insurance: Effective with the pay period commencing after the effective date of this Agreement, the College shall contribute on behalf of an eligible full-time faculty member who desires such coverage, 100% of the cost of the premium for single coverage or 100% of the cost of the premium for single coverage plus 50% of the cost of the premium for dependent coverage under a group dental insurance plan. When a faculty member is on professional development leave, the College's contribution to the dental insurance premium shall be proprotional to the amount of full-time base salary the faculty member is receiving.

Section 3. Group Life Insurance: The College shall pay on behalf of full-time teaching faculty members engaged in the active service of the College (i.e., not on layoff or medical leaves of absence or leaves of absence without pay) the premium for group life term insurance coverage (with accidental death and dismemberment provisions) in the amount of $25,000. When a faculty member is on professional development leave, the College's contribution to the life insurance premium shall be proprotional to the amount of full-time base salary the faculty member is receiving.

Section 4. Tuition Contribution, Coursework:

For each year of this Agreement, the College will set aside a pool of funds equal to $4,000 to underwrite the tuition fees of full-time faculty members taking approved professional development coursework related to their teaching discipline. The amount of tuition reimbursement will equal the prevailing tuition charge per credit hour at the institution. Faculty members must apply for tuition reimbursement benefits thirty (30) days before coursework begins. The Dean of Academic Services shall have the authority to approve or deny the requests for tuition reimbursement.

Section 5. Tuition Waiver, Credit Courses: Full-time teaching faculty members may enroll in credit classes offered by the College without payment of the basic instructional fee. Such faculty members shall pay all other fees, such as the general fee and lab fees, if applicable, and shall receive appropriate credit upon the successful completion of each course. A faculty member shall obtain the approval of his supervisor with respect to the scheduling of all such classes in order to ensure there are no conflicts with the faculty member's commitments to the College; such approval shall not be unreasonably withheld.

A faculty member's spouse and dependent children may enroll in credit classes offered by the College without payment of the basic instructional fee. Such spouses and dependent children shall pay all other fees, including the out-of-state tuition charges, if applicable, and shall receive appropriate credit upon the successful completion of each course. The guidelines of the Internal Revenue Service will be applied in determining the dependent status and relationship to the faculty member.

In the event a faculty member's employment should terminate for any reason during a College quarter, partial payment for the course(s) then being taken by the faculty member, his spouse, or dependent children shall be required on a pro-rata basis if the enrollee(s) continue(s) in the course(s).

Section 6. Tuition Waiver, Non-Credit Courses: Full-time teaching faculty members may attend, free of charge, non-credit courses offered by the College provided that in each individual case:

1. Attendance in a given course does not interfere with or detract from the faculty member's regularly assigned duties;

2. Sufficient fee-paying students are enrolled to support the course; and

3. Space is available in the class.

Section 7. College Facilities: Full-time teaching faculty members and members of their immediate families (when accompanied by the faculty member) shall be accorded the privilege of reasonable use, without charge, of the College's facilities, grounds, furnishings, and equipment for personal development and athletic and recreational purposes, except for entering in or upon the College's pond(s). The Association and faculty members acknowledge and agree that any and all risk, loss, damage, or extra cost incurred or caused by the faculty member or his family in such non-work related activity is the responsibility of the faculty member and/or his family. The privilege of non-work related use of the College's facilities shall be granted only insofar as such use does not interfere with activities of the College and is not abused.

Full-time teaching faculty members and members of their immediate families shall be entitled to free admission to athletic and cultural events sponsored by the College, except in instances in which an event is specifically excepted from such treatment by College determination.

Section 8. Court Appearance Leave: A full-time teaching faculty member who is called by a court for jury duty or to appear as a witness during time he was scheduled for College work will be compensated with respect to such time for the difference between his regular salary and fringe benefits and any compensation received for jury duty or for appearing as a witness. Provided, however, this section shall not be applicable to College work time missed due to court appearances arising out of actions concerning the personal affairs of the faculty member or criminal charges against the faculty member.

In order to be eligible for continued College compensation as described above and to be excused from College work for the days of jury duty or witness service, the faculty member must furnish the Dean of Academic Services with a written statement from the appropriate court representative listing the dates on which the faculty member received jury or witness fees and the amounts of such fees. The faculty member shall make every effort to fulfill his obligations to the College during periods when his services are not required by the court.

Section 9. Tax-Sheltered Annuities: Full-time teaching faculty members may participate in a tax-deferred annuity plan. The College will make deductions from the salaries of faculty members in accordance with written salary reduction authorization statements executed by the faculty member and filed with the College's Business Office. Each faculty member who desires that such deductions be made must also file with the Business Office a copy of the contract between the investment carrier and the faculty member. The College's obligation to make such deductions shall end with the termination of the faculty member's employment.

Neither the College nor any of its representatives or agents make any representation regarding the advisability, appropriateness, or legality of such annuity investments, and the Association and faculty members acknowledge and agree that the College shall incur no liability or responsibility on account of the making of the deductions required by the provisions of this section or the legal, financial, or tax consequences incurred by faculty members who participate in the annuity program.

ARTICLE XIII
SICK LEAVE

Section 1. Full-time teaching faculty members shall accumulate sick leave at the rate of four and six-tenths (4.6) hours of pay for each complete biweekly period of full-time employment at the College (12 days' sick leave per regular academic year). Full-time faculty members assigned to summer teaching duties shall accumulate sick leave in accordance with the number of weeks of teaching assigned and on a pro-rata basis in accordance with the teaching load carried.

There shall be no limit upon the amount of sick leave which may be accumulated in accordance with the provisions of the preceding paragraph. Within the limits of the law, a full-time teaching faculty member with previous public employment service shall be credited with previously accumulated sick leave upon employment by the College.

During the period of time in which a full-time teaching faculty member is authorized to be absent from work on sick leave, there shall be no loss of pay or fringe benefits and such benefits shall continue to accrue. Authorized absence under this provision shall be for a period of time not exceeding the amount of accumulated sick leave to which the full-time faculty member is entitled.

Section 2. Entitlement to paid sick leave is subject to the following conditions:

a. Utilization of sick leave must be approved by the College;

b. Sick leave may be utilized for personal illness, pregnancy, injury, exposure to contagious diseases which would be communicated to other employees, and for illness, injury or death in a faculty member's immediate family. For purposes of this Article, the term immediate family means the faculty member's spouse, parents or guardian, in-laws, children, brothers, sisters, grandparents, grandchildren, or other dependents or persons living in the faculty member's household;

c. A faculty member must notify his Associate Dean in advance of any absence, or at the earliest possible time thereafter, that sickness or injury will prevent him from performing regularly assigned duties. The faculty member must also indicate when he expects to be able to report to work; and

d. Upon returning from sick leave, the faculty member must complete an Employee Leave Request form. A written statement from the faculty member and/or a licensed physician evidencing the illness or injury and indicating the faculty member's fitness for returning to work may be required at any time by the College upon a faculty member's return from sick leave.

Section 3. Falsification of records or misrepresentation of facts in order to obtain or attempt to obtain sick leave, whether by the faculty member requesting such sick leave or by any person acting for or in his behalf, shall be grounds for denial of sick leave and disciplinary action, including dismissal of the faculty member.

Section 4. Pay for sick leave shall be at the employee's rate of pay in effect during the period of sick leave.

Section 5. A full-time teaching faculty member having ten (10) or more years of public service in Ohio may at the time of retirement from active service at the College elect to be paid in cash in the amount of one-fourth of the value of his accrued but unused sick leave credit and at his rate of pay in effect at the time of retirement. Maximum payment that may be made pursuant to this provision shall be one-fourth of two hundred and forty (240) days.

A full-time teaching faculty member who retires from the College and who had previously received a sick leave retirement benefit for service in Ohio shall be paid within the above-stated limits for that portion of unused sick leave earned while employed at the College.

ARTICLE XIV
COLLEGE RELATED TRAVEL

Section 1. Full-time faculty members may be accorded the privilege of traveling to and participating in professional meetings and similar activities related to their teaching assignments with the College. Such travel and participation shall be reimbursed within the limits of the College's budget for such purposes and in accordance with the College's policies and procedures and requirements prescribed for official travel by the State of Ohio. Approval of such travel shall be at the discretion of the appropriate Associate Dean and the Dean of Academic Services. If a request for travel is denied, the administrator who denied the request will, upon the faculty member's request, state in writing the reason(s) for the denial.

Section 2. The parties recognize that the faculty member's first responsibility is in the classroom. Any absence for a professional development activity requires that suitable arrangements, such as outside readings, writing assignments, individual study, make-up class or coverage by another faculty member, be made by the faculty member so that studies may continue during the absence. The faculty member's proposal for covering the class(es) missed during his absence will be submitted to the appropriate Associate Dean at the time when the request for travel is made. Verification of such coverage by the Associate Dean shall be required prior to approving the travel request. The faculty member will cooperate with the Associate Dean's verification of the coverage by providing such information as may be required for verification.

Section 3. The failure of a faculty member to attend a professional activity shall not be considered in his evaluation where the faculty member's request to attend such activity has been denied by the academic administration.

ARTICLE XV
STRS TAX DEFERRAL PLAN

The College agrees to reduce each full-time teaching faculty member's employment compensation by the amount each faculty member is required to contribute to the State Teachers Retirement System of Ohio ("STRS").

The College, the Association, and faculty members agree that the following provisions shall govern this salary reduction plan:

a. The College shall transmit to STRS the amount of each faculty member's required contribution to STRS by reducing the faculty member's compensation by the same amount.

b. The College's total combined expenditures for faculty member's salaries payable under this Agreement shall not be greater than would its total salary expenditures have been had this provision not been in effect.

c. Each faculty member is responsible for making any adjustments in any other of his tax shelter arrangements as are necessary to enable him to be in compliance with all applicable laws and regulations.

d. The College shall incur no liability or responsibility on account of its compliance with the provisions of this Article or on account of any legal, financial or tax consequences incurred by any faculty member because of participation in this salary reduction plan. The Association agrees to indemnify and save the College harmless against any and all claims that may arise out of the College's compliance with the provisions of this Article.

e. In the event that this salary reduction plan is declared unlawful or improper by the Attorney General or any agency of the State of Ohio or the United States by any court of competent jurisdiction, this Article shall be deemed null and void and to have no force or effect.

ARTICLE XVI
NO STRIKE AND NO LOCK-OUT

Section 1. During the term of this Agreement or any extension thereof, the Association, its agents, representatives and members shall not directly or indirectly call, sanction, encourage, finance and/or assist in any way nor shall any employee instigate or participate directly or indirectly in any strike, slow-down, walk-out, call-in, sick-out, failure to report, work stoppage, mass resignation, picketing, or other interference with any operation or operations of the College or with any deliveries to or from the premises of the facilities operated by the College. The Association shall cooperate with the College throughout the term of this agreement and any extension thereof in continuing operations of the College in a normal manner, and shall actively discourage and endeavor to prevent or terminate any violation of this Section.

Section 2. Any employee who violates Section 1 of this article shall be subject to discharge or other disciplinary action at the option of the College. Such discharge or disciplinary action shall not be subject to review upon any grounds other than whether the employee violated Section 1 of this Article.

Section 3. In the event that any strike, slow-down, walk-out, work stoppage, picketing or other interference described in Section 1 of this Article occurs, the Association shall promptly notify all employees that such conduct is prohibited by this Article and is not in any way sanctioned or approved by the Association. The Association shall also promptly inform all employees that they should return to work at once.

Section 4. The College shall not lock out any or all of its employees during the term of this Agreement.

ARTICLE XVII
GRIEVANCE PROCEDURE

Section 1. For the purpose of this Agreement, the term "grievance" is defined as a dispute between the College and the Association or the College and an employee concerning the interpretation and/or application of, or compliance with, any provision of this Agreement. When any such grievance arises, the following procedure shall be observed:

Step 1. An employee having a grievance shall discuss it orally with the appropriate Associate Dean within five (5) working days after the event or occurrence complained of or within five (5) working days after the employee learns or should have learned of the event or occurrence complained of. The Associate Dean's answer must be given orally to the employee within five (5) working days.

Step 2. If the employee's grievance is not satisfactorily settled at Step 1 of the procedure, the grievance shall be reduced to writing on a grievance form to be provided by the Association, specifying the event or occurrence complained of, the facts and articles of the Agreement relied on, and the relief or remedy requested from the College. The grievance form shall be dated and it shall be signed by the employee. The grievance form shall be filed with the Dean of Academic Services within five (5) working days after the Associate Dean has given his answer in Step 1 of this procedure. Within ten (10) working days after receipt of the grievance form, the Dean of Academic Services or his designee shall meet with the employee and his Association representative. The Dean of Academic Services or his designee shall give his answer in writing within five (5) working days after the meeting.

Step 3. If the employee's grievance is not satisfactorily settled at Step 2 of the procedure, the grievance form shall be submitted to the President within five (5) working days after the Dean of Academic Services or his designee has given his answer at Step 2. Within ten (10) working days after receipt of the grievance form, the President or his designee shall meet with the employee and his Association representative or legal counsel for the Association. The President or his designee shall give his answer in writing within five (5) working days after the meeting.

Step 4. In the event that the grievance is still not satisfactorily settled, the Association may request submission of the grievance to impartial arbitration. The Association's written request for arbitration must be received by the President within ten (10) working days of receipt by the Association of the Step 3 answer.

In the case of a dispute involving the evaluation of an employee, the sole issue that may be submitted to arbitration is whether the procedures followed in connection with the evaluation were in conformity with the general standards of the College. The arbitrator shall have authority to require a re-evaluation, and shall have no authority to make an evaluation himself. If the re-evaluation is conducted in accordance with the procedural standards established by the arbitrator, the result of the re-evaluation shall be final.

The parties shall attempt to agree upon an arbitrator, but if they cannot do so within ten (10) working days from Association's written request for arbitration, the Association shall request a list of seven arbitrators from the Federal Mediation and Conciliation Service. If the parties cannot agree upon the selection of an arbitrator from this list, the

Association shall request a second panel of arbitrators from FMCS. The parties shall use the strike-off method, if necessary, in order to agree on a selection from this second list. No more than four (4) out of seven (7) of the arbitrators on any list provided by FMCS shall be faculty members or administrators at educational institutions.

The arbitrator shall have no power to substitute his judgment for the professional judgment of the administration of the College, except if he finds that such judgment or decision of the College was arbitrary, capricious, or dishonest. The arbitrator shall have no power to add to, subtract from, or to modify the provisions of this Agreement, and his function shall be to determine if any provision of the Agreement has been violated by an interpretation or application of this Agreement. Except for lost wages and fringe benefits, the arbitrator shall have no power to award compensation, damages or redress of any sort. Awards for fringe benefits shall not exceed the College's contribution toward those benefits currently in effect.

The fees and expenses of the impartial arbitrator shall be paid by the losing party, as designated by the arbitrator. The parties shall bear their own costs and expenses. The costs of a record, if agreed to by the parties, shall be shared equally by the parties. If one party wants a record and the other does not, the party requesting the record shall pay the cost thereof; provided, that if the other party later decides to order a copy, it shall pay 55% of the total cost of the record. Both the Association and the College agree that they will cooperate in complying with the foregoing procedure in the processing of any grievance and that they will discourage the making of complaints on petty matters. An arbitrator's award shall be final and binding upon all employees, the College and the Association.

Section 2. The time limitations provided for in this Article shall be strictly observed; however, they may be extended by mutual written agreement of the College and the Association. Working days as used in this Article shall not include Saturdays, Sundays, or holidays. Any grievance not timely presented for disposition at any Step shall not thereafter be considered a grievance under this Agreement and shall be considered to have been resolved in accordance with the last answer of the College. Any disposition of a grievance between the Employer and the Association except on a "no-precedent" basis, shall be final and conclusive and binding upon all employees, the College and the Association. Nothing in this Article shall preclude the College from establishing a non-contractual complaint procedure which may be invoked by an employee, at his option.

ARTICLE XVIII
TERMINATION OF EMPLOYMENT

Employment may be terminated because of discontinuance or curtailment of program or budget exigency. Non-renewal of a contract shall constitute termination of employment.

A faculty member may be dismissed for cause during the term of an individual contract, whether for one year or an extended contract. Cause shall include the following:

a. Unsatisfactory performance;

b. Violation of local, state or federal laws which involve moral turpitude;

c. Any serious violation or repeated violations of College policies;

d. Participating in strike activities in violation of this Agreement or the laws of Ohio;

e. Theft or dishonesty;

f. Excessive absenteeism or tardiness or absence without authorization or sufficient justification;

g. Bringing intoxicants or illegal drugs onto College premises, unless advance permission to do so for educational purposes has been obtained by the faculty member from the Academic Dean, or reporting for work under the influence of intoxicants, drugs or narcotics; and

h. Any other act of similar seriousness which is detrimental to the effective operation of the College or its educational programs.

The provisions of this Article shall not preclude the College from imposing disciplinary action less severe than dismissal, if in the College's discretion, such action is warranted by the facts and circumstances of a case.

In any case involving dismissal for cause, the faculty member shall, upon request, be notified in writing of the basis for the dismissal. That basis shall be determined by an investigation accomplished by College administration.

A faculty member on extended contract whose employment is terminated because of discontinuance or curtailment of program or budget exigency shall be given whatever position is available for which, in the opinion of the College, he is qualified. If no position is available for which the faculty member is qualified, the faculty member shall be placed on layoff. If the position is reinstated within one year of the faculty member's layoff, he shall be offered the position with the same rank he held at the time of layoff.

If the College does not intend to renew the individual contract of a faculty member in his second or subsequent contract year of employment with the

College, the College will notify the faculty member of such decision no later than April 1 of the year in which the faculty member's contract expires.

ARTICLE XIX
SEPARABILITY

Section 1. The parties intend this Agreement shall in all respects be construed and applied in a manner consistent with applicable statutes and regulations properly enacted thereunder. In the event any provision of this Agreement shall be determined by appropriate authority to be contrary to any such statute or regulation, such provision alone shall become thenceforth invalid and of no effect. The remainder of this Agreement shall not thereby be deemed illegal or unenforceable. The parties agree to meet within a reasonable period of time to discuss any decision which renders any such portion of this Agreement null and void.

Section 2. In the event a state or federal law covering members of the unit and affecting a provision(s) of this Agreement is enacted during the term of this Agreement, the parties agree to meet promptly for the purpose of determining whether any provision must be revised to bring this Agreement into compliance with the law; such revision shall be limited to those areas in which a revision is mandated by the legislation, and there shall be no obligation on the part of either party to discuss or bargain about areas in which revisions might be permissible but are not mandatory under such legislation.

Section 3. Should the enabling legislation (S.B. 133) or statute (R.C. 4117) pursuant to which the parties have bargained and entered into this Agreement be decreed unconstitutional or invalid by appropriate authority, this Agreement shall be null and void in its entirety as of the end of the College's fiscal year in which such decree is rendered.

ARTICLE XX
ALTERATION OF AGREEMENT AND WAIVER

Section 1. No agreement, alteration, variation, waiver or modification of any of the terms or conditions contained in this Agreement shall be binding upon the parties hereto unless executed in writing by the parties.

Section 2. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein. The non-exercise of rights retained by the College shall not be deemed to waive any such rights or the right to exercise them in some other way in the future.

Section 3. The College and the Association acknowledge that this Agreement, together with any written modifications thereof, embody the complete and final understanding reached by the parties as to the wages, hours and other terms and conditions of employment of all employees covered by this Agreement. The College shall not be obligated to bargain collectively with the Association during the term of this Agreement on any matter pertaining to rates of pay, wages, hours of employment, or other conditions of employment, with the sole possible exception of any obligation to bargain incurred pursuant to the provisions of the *Separability* article of this Agreement, and the Association hereby specifically waives any right which it might otherwise have to request or demand such bargaining, and acknowledges that the College's obligation during the term of this Agreement shall be limited to the performance and discharge of its obligations under this Agreement.

ARTICLE XXI
TERM OF AGREEMENT

Section 1. This Agreement shall become effective upon the date of its execution or the expiration of the existing Agreement, whichever is later, and shall remain in full force and effect until midnight August 31, 1989.

Section 2. If either party wishes to continue and/or negotiate changes or revisions to this Agreement, such party must serve upon the other party written notice of such intent at least ninety (90) days prior to the termination date of this Agreement.

Section 3. This Agreement may be terminated in its entirety at any time by mutual consent of the parties.

Section 4. The College shall have the right to reopen the contract on all economic matters based on the determination of the Board of Trustees of the existence of a financial exigency. For the purpose of this section, a financial exigency is defined as that condition when revenues are so limited that the College can no longer continue to fulfill current and/or future financial obligations under the contract without disrupting the administration and program integrity of the College.

EDISON STATE COMMUNITY
COLLEGE .

By Thomas Berrigan

EDISON STATE EDUCATION
ASSOCIATION

By

AGREEMENT

BETWEEN THE

JEFFERSON TECHNICAL COLLEGE

STEUBENVILLE, OHIO

AND THE

JEFFERSON TECHNICAL COLLEGE EDUCATION ASSOCIATION

JULY 20, 1986

THROUGH

DECEMBER 31, 1988

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ARTICLE I - PREFACE

The ultimate quality of a curriculum depends largely upon the quality of its faculty. The attributes desirable in the faculty of an individual technology curriculum are: a thorough knowledge of the subjects taught and of relevant supporting subjects, a genuine interest in developing students, personal and professional integrity, a capacity for communicating ideas in oral and written form, scholarly objectivity and intelligence, and skill in the fundamentals of the teaching-learning process.

It is important that all members of the Technical College be familiar with the philosophy and objectives of the College, as an occupation-oriented post-secondary college. Devotion to the objectives of the two-year technical education programs is best accomplished if the instruction in the technologies is closely related to working situations.

It is highly desirable that since technical programs educate students primarily for highly specialized occupational areas, the faculty should have had relevant industrial, or other appropriate non-teaching experience.

An important requirement is that bargaining unit members maintain technical competence in their fields. Faculty members are encouraged to participate in technical and professional societies and engage in work in industry or in research or other relevant technical areas. Bargaining Unit members are urged to keep up with the literature of their fields, to continue their education, to attend professional meetings, and to experience first-hand what is taking place in the areas of activity related to their specialties.

This statement of philosophy is not intended to add to or subtract from the rights and obligations of the parties set forth elsewhere in this agreement, nor shall it be used as a basis for disciplinary action.

ARTICLE II - DEFINITIONS

Except where otherwise indicated in this Agreement:

"ASSOCIATION" means the Jefferson Technical College Education Association/OEA/NEA which is the exclusive bargaining representative for the bargaining unit.

"BARGAINING UNIT MEMBER" means a member of the bargaining unit as defined in the Recognition Clause of this Agreement.

"BOARD" means the Board of Trustees of the Jefferson Technical College that is a party to this Agreement; also known as the Jefferson Technical College Board of Trustees.

"DAYS" mean calendar days, in accordance with 4117.01(P).

"EMPLOYEE" means a person who is a member of the bargaining unit as defined in the Recognition Clause of this Agreement.

"EMPLOYER" means the same as Board, or College.

"JTCEA" means the Jefferson Technical College Education Association.

"NEA" means the National Education Association.

"OEA" means the Ohio Education Association.

"SERB" means the State Employment Relations Board.

"SUPERVISOR" shall be defined in accordance with R.C. 4117.01(F).

ARTICLE III - RECOGNITION

A. The Jefferson Technical College District Board of Trustees, hereinafter the "College" hereby recognizes the Jefferson Technical College Education Association, OEA/NEA-Local, hereinafter the "Association/Union" as the sole and exclusive bargaining representative for all salaried, full-time contract faculty, including the Director of Law Enforcement, and Supervisor of Communications, Career Counselor, and Director, Library Services, excluding all heads of departments or divisions, all supervisors, managerial employees and confidential employees as defined in the Act, and all other employees. The College recognizes that Association representation will include any newly created salaried, full-time teaching positions.

B. The recognition of the Association as the sole and exclusive bargaining representative shall be for a term beginning the date of ratification (July 20, 1986) and expiring 31 December 1988. Any renewal of such recognition or the recognition of any other bargaining agent shall be in accordance with Chapter 4117 of the Ohio Revised Code.

ARTICLE IV - ASSOCIATION RIGHTS

A. Use of College Facilities

Authorized representatives of the Association may use the facilities of the College to transact official Association business or for membership or other meetings during the College day, provided that such activities or use do not interfere with classroom instruction, the responsibilities of bargaining unit and staff members, nor interrupt other operations of the College. The use of the College's facilities by the Association must be arranged through the Director of Security of the College. Such use will be at no cost to the Association and such use will not be denied in an arbitrary or capricious manner. However, the Association shall compensate the College for any additional custodial costs incurred as a result of such use.

B. Use of Internal Communications System

1. The College shall permit the Association to use the internal mail system (unit member mailboxes) or the internal communications system (employee lounge bulletin board), and such use shall be for the following Association business:

    a. Notices of Association meeting;

    b. Notices of Association elections;

    c. Notices of appointments to Association offices;

    d. Notices of results of Association elections;

    e. Notices of Association social, education or recreational affairs; and

    f. Other Association materials.

The expense of duplicating material shall be borne by the Association (at a cost of 4 cents per copy).

2. The College may refuse to permit the Association use of the mail system or other internal communications system (for a particular item) if such use is for offensive or inflammatory purposes or if such use would otherwise violate any of the provisions of this section. In such cases, the Association President shall be advised in writing of such refusal.

C. Personnel Directory

The Administration will provide all unit members with a unit members directory by October 15. Amendments to the personnel directory, if any, will be provided to all unit members.

D. Board of Trustees

1. Meeting Notice and Tentative Agenda - The President of the Association will be given notice and supplied with a tentative agenda of all regular meetings at least six (6) working days in advance. In the case of special meetings, written notice shall be given at least three (3) days prior to the date of said meeting. The Board Chairman reserves the right to delete from or add to the tentative agenda items.

2. Association Participation - The Association may arrange to be placed on the tentative agenda by submitting to the President a written request three (3) working days in advance of a regular meeting and two (2) days in advance of a special meeting. Such request must indicate the item(s) to be discussed. Association participation during the meeting shall be governed by the bylaws of the Board of Trustees.

3. Minutes and Other Public Documents - The President of the Association will be supplied with approved minutes of all Board meetings, with the exception of non-unit salary information, which will continue to be available through the President's office upon request.

E. Campus Visitation

Duly authorized representatives of the Association shall be permitted to transact official business with Association members on College premises during normal business hours, provided that such business does not interfere with classroom instruction or with the responsibilities of affected bargaining unit members or other staff.

F. The Association President shall receive three (3) contact hours other than instructional per quarter for his/her additional duties and responsibilities.

ARTICLE V - MANAGEMENT RIGHTS

Except as limited by this Agreement, the College shall retain all rights, power, duties, and authority granted to it by law, and is vested exclusively with rights of management as defined in Revised Code Section 4117.08(C) including, but not limited to, its rights to:

1. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the College, standards of services, its overall budget, utilization of technology, and organizational structure;
2. Direct, supervise, evaluate, or hire employees, including hiring part-time employees or special contract employees;
3. Maintain and improve the efficiency and effectiveness of College operations;
4. Determine the overall methods, process, means, or personnel by which College operations are to be conducted;
5. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the College as a unit of the Public Higher Education System of Ohio;
8. Effectively manage the work force;
9. Take actions to carry out the mission of the College as a member of the Public Higher Education System of Ohio.

Jefferson Technical College Board of Trustees is not required to bargain on subjects reserved to the management and direction of the College except as affect wages, hours, terms and conditions of employment and the continuation, modification or deletion of an existing provision of this Collective Bargaining Agreement pursuant to R.C. 4117.08(C).

ARTICLE VI - JOB SECURITY

A. Just Cause

The College pursuant to R.C. 4117.08(C)(5) has the right to suspend, discipline, demote, or discharge for just cause.

Unit members with three (3) years or less of service shall not be covered under the just cause provisions herein in matters of non-renewal. These employees may have their contract non-renewed at the discretion of the College. In cases of such non-renewal the bargaining unit member is entitled at his/her request to reasons in writing for the non-renewal and an opportunity to discuss the matter with his/her Department Chairperson or Division Administrator, but final right to renew or non-renew rests exclusively with the College.

B. Discipline/Discharge

The provisions of this Article shall not preclude the College from imposing disciplinary action less severe than immediate discharge or immediate suspension, if in the College's discretion, such action is warranted by the facts and circumstances of a case. In such cases, the following disciplinary procedure shall be followed:

1. Formal Progressive Discipline

First step - written reprimand/warning(s);
Second step - suspension(s) with or without pay;
Third step - discharge

2. Due Process Procedure

In cases requiring suspension and/or discharge pursuant to the above formal progressive disciplinary procedure, an employee shall be given due process in accordance with the following procedure:

a. Notice of Allegations and Conference

A written notice setting forth the allegations which, if substantiated, could result in disciplinary action, shall be sent to the employee.

b. Conference

The conference to discuss the allegations shall be attended by the employee, and no more than two representatives of the employee's choice, the immediate supervisor, and no more than two representatives of the supervisor's choice. Said conference shall be held no sooner than five (5) work days nor later than fifteen (15) work days following the employee's receipt of the notice of allegations or at the time and place mutually agreed upon by the parties.

ARTICLE VIII - FRINGE BENEFITS

A. Hospitalization and Major Medical Insurance

Hospitalization and major medical insurance coverage is available for all bargaining unit members and their eligible dependents as defined in the hospitalization and major medical policy with all premiums paid by the College during the term of this Agreement.

Specifications and benefits of the current program of coverage are provided in the Health Insurance booklets which are available in the Administrative Services Office.

The College reserves the right to select and/or change carriers, and further agrees, in the absence of conditions and circumstances over which it has no control, not to diminish benefits provided during the life of this Agreement.

B. Group Term Life Insurance

A thirty thousand dollar ($30,000) term life insurance policy during the contract shall be provided for each member of the bargaining unit with all premiums paid by the College. This policy shall include accidental death and dismemberment riders.

C. Optional benefits

All full-time employees have, at their own expense, the option of participating in the following approved programs:

1. Credit Union;

2. Tax-deferred annunity program;

3. Supplemental Life Insurance Program.

ARTICLE IX - TUITION REMISSION/REIMBURSEMENT

A. Tuition Remission

1. All instructional and general fees for bargaining unit members for credit courses offered at Jefferson Technical College will be paid by the College excluding the cost of books, materials and other required fees.

   Unit members may enroll in any section or course on a space available basis where there are less than the maximum number of regular students in a class. Unit members are expected to attend a course during their non-working hours.

   Bargaining unit members desiring this benefit must complete a form supplied by the Business Manager and submit it to their immediate supervisor.

2. Dependents of Bargaining Unit Members

   All instructional, and general fees for dependents of bargaining unit members of the College for credit courses at Jefferson Technical College will be paid by the College excluding the cost of books, materials, and other required fees.

   Where other state and federal grant sources may be applied, the fee waiver program will be considered to be supplemental on the part of the College.

   The guidelines of the Internal Revenue Service will be applied in determining the dependent status in relationship to the unit members.

   Dependents of all unit members may enroll in any section or course on a space available basis where there are less than the maximum number of regular students in a class.

   Fee benefits cannot be used on an accumulative basis nor can they be applied retroactively or in advance of a quarter in which the benefit is approved for use. They are approved for usage in specific quarters and must be used during these quarters.

   Members of the unit having dependents who desire to attend the College can obtain the fee benefits by following the outlined procedure:

   a. Obtain and complete a fee benefit form prior to each term from the Financial Aid Officer.

   b. Submit a completed fee waiver form and a completed registration form to the Student Information Office on the date identified each quarter.

B. Tuition Reimbursement

1. The College will set aside ten thousand dollars ($10,000) for each fiscal year for bargaining unit members tuition reimbursement.

2. The Bargaining unit member desiring to participate in the tuition reimbursement benefit shall submit a yearly plan of study indicating the educational activity to be undertaken, the specific value of that activity and the total tuition costs to the Department Chairperson or Division Administrator by April 15. A plan submitted after April 15 will not be given consideration.

3. The plan of study must meet the following criteria:

   a. That the activity shall be related to the individual's work assignment or to the degree programs offered by the College.

   b. That the activity shall be undertaken at an institution which holds full accreditation membership at one of the seven Regional Institutional Accrediting Bodies recognized by the Council on Post Secondary Accreditation.

   c. That the activity shall not interfere with work responsibilities.

4. The Department Chairperson through the Division Administrator or Division Administrator will make a recommendation to the President by May 1.

5. The President will make a recommendation to the College Board at the May meeting.

6. Bargaining unit members are entitled at their request to reasons why their request was not approved.

7. In June the Treasurer/Business Manager will compare the total amount of approved request to the ten thousand dollars ($10,000) appropriated and calculate the reimbursement percentage. Tuition costs will be reimbursed at the established reimbursement rate upon submission of an invoice of tuition paid and proof of successful completion.

ARTICLE X - LEAVES

A. Sabbatical Leave

Sabbatical leave is educational leave. It is granted only for the benefit of the College and must be for purposes of scholarly and creative endeavors that advance the professional competence, enrich the teaching, or enhance the research of the unit member to the benefit of the Department or Division and the College.

Upon the completion of seven (7) years of full-time service, a unit member is eligible to be considered for a sabbatical leave. After a sabbatical leave, a person does not become eligible again until the completion of an additional seven (7) years of full-time service.

Leaves are granted without regard to seniority or the number of years a person has been eligible for a sabbatical. The number of sabbatical leaves available each year is limited and depends upon the availability of funds and the availability of personnel to cover the duties and responsibilities of the unit member requesting sabbatical leave.

The procedures to be followed by unit members wishing to be considered for sabbatical are listed below:

1. By November 15, the unit member will submit a detailed proposal in writing including methods and standards of documentation for the successful completion of the proposed sabbatical leave to his/her Department Chairperson or Division Administrator.

2. By December 31, the Department Chairperson or Division Administrator will submit an evaluation of the proposal based on its merits to the next higher administrator (Division Administrator or President).

3. By March 1, the Division Administrator (unless he/she is covered under Step 2) will submit an evaluation based on the proposal's merit to the President.

4. The President will make a decision concerning the unit member's proposal in time for submission to the Board no later than the regular monthly Board meeting in March.

5. The unit member will be notified in writing by the President of the decision of the Board. Copies will be sent to the Division Administrator and the Department Chairperson.

A sabbatical leave may be granted for one, two, or three quarters of the academic year following the year in which the proposal is approved. A sabbatical leave of one quarter shall be at full pay, a two-quarter leave at two-thirds (2/3) pay, and a three-quarter leave at one-half (1/2) pay.

A unit member on sabbatical shall continue to accrue sick leave, retirement credit, insurance benefits, and seniority subject to approval of the appropriate vendor or state agency.

Failure to submit documentation as indicated in #1, will obligate the member to repay the College all benefits granted during the sabbatical within twelve (12) months.

The unit member must return to the College for at least one full year after the sabbatical or will repay the College for all benefits granted during the sabbatical within twelve (12) months.

B. Jury Duty

A full-time employee shall be released for jury duty or to appear as a witness without loss of benefits or wages. An employee required to be absent on jury service shall receive the difference between such employees' regular compensation and the remuneration received by him for service as a juror, Sec. 3313.211 Ohio Administrative Code.

C. Absence and Sick Leave

Each bargaining unit member earns sick leave cumulative to a maximum total one hundred and eighty (180) days or 1,440 hours.

Unit members who have accumulated zero through one hundred and thirty (130) days earn 5.42 hours of sick leave per semi-monthly pay period. Unit members who have accumulated over one hundred and thirty (130) days earn 2.71 hours of sick leave per semi-monthly pay period. The smallest unit of sick leave which may be used is one-half hour. All sick leave requests require approval by the Department Chairperson or Division Administrator and time available verification by the Business Manager.

Sick leave shall be granted when absence is made necessary by:

1. Personal illness, injury, or exposure to a contagious disease which could be communicated to other employees.
2. Death of a spouse, child, parent, brother, sister, grandparent, grandchild, mother-in-law or father-in-law.
3. Illness of a spouse, child or parent. Sick leave taken in the event of illness of spouse, child, or parent shall be limited to ten (10) days per year.

Certification of Absence - If a unit member is absent five (5) consecutive work days, a certificate signed by a physician must be presented.

Bargaining unit members retiring under the Ohio State Teachers Retirement System or the State Employees Retirement System who have at least 10 years of paid service with Jefferson Technical College as a full time employee shall be paid 25% of unused sick leave up to a maximum of 30 days. Unit members retiring with less than 10 years of full time service or unit members who resign shall be paid 10% of unused sick leave up to a maximum of 15 days. The amount to be paid will be based on their per diem at the time of retirement or resignation. Employees discharged by the College are ineligible for this benefit.

D. Personal Leave

Teaching members of the bargaining unit shall be entitled to a maximum of three (3) days personal leave per calendar year, but no more than two (2) days per quarter, without loss of benefits or wages. Teaching unit members wishing to take personal leave must secure approval of the Department Chairperson/Supervisor two weeks prior to the date of leave. The two-week time requirement will be waived for emergency situations as determined by the Department Chairperson or Division Administrator. The number of members on leave on a given day may be limited by the College. Personal leave may be cumulative up to a maximum of four (4) days.

E. Annual Leave for Non-Teaching Members of the Bargaining Unit

The Director of Library Services and the Career Counselor will accrue 7.5 hours annual leave per semi-monthly pay period up to a maximum accumulation of 30 days. The smallest unit of annual leave which may be used is one-half hour. Requests for annual leave must be approved by the Division Administrator at least two weeks in advance. The two-week time requirement will be waived for emergency situations as determined by the Division Administrator.

F. Authorized Leaves of Absence Without Pay

A leave of absence without pay may be authorized by the President upon approval of the Board of Trustees for a period of not more than twelve months for educational, professional or other purposes, such as parental, childcare, and adoption. In cases where leave is not approved, the bargaining unit member at his/her request will be entitled to receive reasons in writing from the President or his designee. A leave shall be granted under this Section for a period not to exceed twelve months for disability, provided that such is not applied for until after an employee's sick leave eligibility is exhausted and adequate certification of continuing disability is provided to the College. Upon return to service of an employee at the expiration of a leave of absence, he/she shall resume the position status which he/she held prior to such leave. During a leave of absence, life and health insurance benefits may be continued at the expense of the employee subject to approval of the vendor. All types of leave and seniority do not accrue. All other College approved benefits cease during an authorized leave of absence.

G. Pregnancy Leave

Upon presentation of physician's statement, a bargaining unit member who becomes pregnant shall be entitled to receive a leave of absence without pay for a period not to exceed six (6) weeks. Exhaustion of sick or other types of leave shall not be a precondition for pregnancy leave. Upon return to service of an employee at the expiration of a leave of absence, he/she shall resume the position status which he/she held prior to such leave. During a leave of absence, life and health insurance benefits may be continued at the expense of the employee subject to approval of the vendor. All types of leave and seniority do not accrue. All other College approved benefits cease during an authorized leave of absence.

H. Short Term Professional Leave

Bargaining unit members may apply to their immediate supervisor for short term professional leave for the purpose of attending meetings, workshops, conferences, short courses and other appropriate activities directly related to a unit member's work. Each unit member may be approved for three such professional days per academic year by the Department Chairperson or Division Administrator. Members shall be reimbursed for expenses for participation in these activities in accordance with the travel policy provisions of this Agreement.

I. Association Leave

The President of the Association or a designee may use up to a total of seven (7) days in any contract year for the purposes of attending meetings of Union affiliates. No more than a maximum of two (2) consecutive days will be permitted under this subsection in any quarter. There will be no reimbursement for expenses for participating in Association functions.

ARTICLE XI - PAYROLL DEDUCTION/OPTION

A. The College agrees to deduct from the pay of Association members covered by this Agreement the periodic dues of the Association upon receipt from the Association by the Treasurer of an individually written and signed deduction authorization executed by the Association member for that express purpose.

B. The deductions shall continue automatically and shall be irrevocable for periods of one (1) year, and shall be on a continuing basis from year to year unless a request for withdrawal by the Association member for that express purpose is submitted in writing to the Treasurer with a copy to the Association President. Withdrawal of authorization may occur during a period of fifteen (15) days each year ending September 15, provided that notifications of withdrawal are submitted to the Union and College Treasurer during such fifteen (15) day period, and the obligation of the College to deduct shall cease immediately upon receipt of the written notice of revocation of authorization from the Association member.

C. Such authorized deductions shall be made in equal amounts from the pay of Association members in twenty (20) equal installments, beginning with the fourth paycheck of the school year. The College shall transmit the pay deductions to the Association Treasurer on a monthly basis.

D. The enrollment period for such deduction shall be from September 1 to October 15 of each year.

E. The balance of the authorized annual deductions shall be deducted from the final paycheck of a member resigning his/her position, receiving a leave of absence, or terminating his/her employment.

F. The Association agrees to indemnify and hold the College and any of its agents harmless against any and all claims, demands, suits, and other forms of liability that may arise out of, or by reason of, action taken or not taken by the College for the purpose of complying with these provisions, or in reliance on any notice or authorization form furnished under any provision of this Agreement provided the College has properly executed and otherwise fulfilled its obligation for said payroll deduction pursuant to the provisions herein.

The College retains the right to employ, at its own cost, legal counsel of its choice to intervene in any action containing a claim related to or arising out of these provisions. Said counsel shall cooperate in a professional manner with legal counsel for the Association and counsel for the Association shall provide copies of all pleadings, notices and orders filed in connection with said legal action.

G. Other deductions from pay of unit members may be made upon receipt of a written, signed authorization for the following items, to be provided no later than April 1:

1. Credit Union
2. Tax Sheltered Annunities
3. EPAC Deductions, pursuant to R.C. 3599.031.
4. United Way
5. Life Insurance
6. Other purposes mutually agreeable with the College and the Association or as required by law.

H. Payroll Option

Teaching members of the bargaining unit may elect to receive their final four semi-monthly pay checks upon completion of their contracted responsibilities.

ARTICLE XII - STATE TEACHERS RETIREMENT SYSTEM

Membership in the State Teachers Retirement System is mandated for all salaried full-time contract faculty bargaining unit members. The portion that the employee pays (8.75%) is "picked up" for purposes of deferring Federal and State income taxes on these amounts. Contributions to the State Teachers Retirement System are paid on behalf of the Bargaining unit employees under the following terms and conditions:

A. The amount to be picked up and paid on behalf of each bargaining unit member shall be the total bargaining unit member contribution as required in Section 3357.81 of the Ohio Revised Code, or any statutory increases therein, of the unit member's gross annual compensation, at no cost to the College, and upon approval of the retirement system. The bargaining unit member's gross annual compensation shall be reduced by the College for the purposes of State and Federal tax only by an amount equal to the amount picked up and paid by the College.

B. The College shall compute and remit all applicable contributions to the STRS based upon annual salary and/or earned compensation which includes the amount of pickup computed herein, but assumes no further liability.

C. The pickup percentage shall apply uniformly to all members of the bargaining unit as a condition of employment. No bargaining unit member covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pickup.

D. The pickup shall become effective on January 1, 1986 and shall apply to all compensation including supplemental earnings.

E. The current deferred taxation of the "pickup" is determined solely by the Internal Revenue Service and any tax liability becomes the full responsibility of the employee. The College may refuse to "pick up" if the plan is declared unlawful or improper by the State Teachers Retirement System, Internal Revenue Service, Attorney General, or any agency of the State of Ohio or of the United States, or any court of competent jurisdiction, or should the rules and regulations of the I.R.S., or the STRS, change so as to render this procedure unworkable, the parties agree to return, without penalty, to the former method of computing employee/employer contributions.

F. Payment for all paid leaves - sick leave, personal leave, severance, and supplementals including unemployment and workers' compensation - shall be based on the employee's daily gross pay prior to the reduction as basis (e.g. gross pay divided by the number of days in a unit member's contract).

G. Forms are available in the Administrative Services and must be filled out with the appropriate information by all employees.

H. Withdrawal from the System can occur only upon leaving service in the State of Ohio. Forms for such withdrawal may be requested from the State Teachers Retirement System, 275 East Broad Street, Columbus, Ohio 43215.

I. Additional information concerning the State Teachers Retirement System is available in the Administrative Services Office or from the System's Office in Columbus.

J. The College also elects to "pick up," in accordance with the terms and provisions of this Article, contributions on behalf of unit members who participate in retirement systems other than STRS, subject to approval of the particular retirement system.

ARTICLE XIII - RETIREMENT INCENTIVE PROGRAM

A. Employer Requirements

The Jefferson Technical College Board will establish a plan to purchase additional service credit for eligible employees as an incentive to retire. The amount of service credit offered is 3 years and is offered uniformly to all eligible employees. However, the number of years purchased for any participant may not exceed 1/5 of the individual's accumulated service credit prior to the purchase.

Once established, the plan will remain in effect for 1 year. Additionally, the Board will limit the number of employees for whom it purchases additional service credit in a calendar year to 5 percent of its employees who are members of STRS on January 1 of that year. Participation in a plan is at the option of the employee.

B. Employee Eligibility Requirements

1. To be eligible to participate, an employee must meet the following criteria:
    a. Be at least 50 years old;
    b. Be employed and currently contributing to STRS;
    c. Be eligible for service retirement after the purchase of ERI credit;
    d. Agree to retire within 90 days after receiving notice from STRS that an agreement to purchase the service credit has been made.
2. An employee is eligible to receive the total number of years of service credit included in the employer adopted plan, not just the minimal amount needed to qualify for retirement.
3. The employer must pay the cost of service credit purchased for all eligible employees who elect to participate.
4. The employer must pay an amount for each year of credit purchased in an amount determined by cost factor as specified by the STRS actuary.
5. When a limitation has been established, the employees with the greatest amount of service with the employer have priority.
6. STRS will notify the employee and employer when such early retirement credit has been established.

ARTICLE XIV - ADDITIONAL COMPENSATION

A. Part-Time Instructional Rate

1. Bargaining unit members may apply to teach regularly scheduled credit courses outside of their assigned work schedule.

2. Teaching members of the bargaining unit wishing to be considered for summer quarter regularly scheduled credit courses should notify their Department Chairperson/Dean of Instruction in writing by the end of winter quarter. Teaching members of the bargaining unit wishing to be considered for part-time assignment in regularly scheduled credit courses offered in other quarters should notify the Department Chairperson/Dean of Instruction in writing at least 30 days before the start of the quarter. Scheduling of part-time courses will be made by the Department Chairperson or Dean of Instruction, who will first offer it to the senior applicant who demonstrates that he/she is most qualified for the course. Other employees outside the bargaining unit will be considered in the applicant pool.

3. Teaching unit members may teach a maximum of 15 credit hours or an average of 22 contact hours over the length of the Summer Quarter. During Fall, Winter and Spring Quarters teaching unit members may teach on a part-time basis one approved regularly scheduled credit course. Under extraordinary circumstances the Department Chairperson can recommend that an exception be granted.

4. Non-teaching members of the bargaining unit may apply through their supervisor to the Department Chairperson to teach regularly scheduled credit courses outside their work schedule. The time frames for this application are those outlined above for the teaching members of the bargaining unit.

5. The compensation schedule for part-time instruction shall be two hundred fifty dollars ($250.00) per credit hour commencing with the Summer Quarter, 1986.

   In cases when the bargaining unit member agrees to cover classes at the request of the Department Chairperson/Dean of Instruction, the compensation shall be at a prorated percentage of the part-time rate.

B. Overload Rate

Teaching members of the bargaining unit assigned an excess of 15 credit hours or an average of 22 contact hours in an academic quarter as part of their regular workload shall be compensated at a rate of 1/45 of the member's present contract salary for each credit hour or 1/66 of the member's present contract salary for each contact hour.

C. Proficiency Testing Rate

A request for a proficiency examination as defined in the college catalog will be submitted by the student to the Department Chairperson/Dean of Instruction. If approved by the Department Chairperson/Dean of Instruction arrangements will be made to administer the examination. If a bargaining unit member gives the examination outside of his/her approved work week the rate of reimbursement to the unit member will be ten dollars ($10.00) per test per student.

D. Supplemental Contracts

Supplemental contracts to serve as advisor to student groups, serve as evening coordinator, serve as evening counselor, or for other purposes may be offered to members of the bargaining unit. The rate of compensation for fulfillment of the duties stated in the contracts will be $13.00 per hour. The College will define the duties to be performed, the maximum number of hours to be reimbursed and the criteria to measure successful completion of the contract and will state these in the contract. Payment for supplemental contracts will be made upon successful completion of the contract. All work performed under a supplemental contract will be performed outside the bargaining unit member's approved scheduled work hours.

E. Extended Workweek Compensation

Hours worked by non-teaching bargaining unit members (the Director of Library Services and Career Counselor) in excess of 37.5 hours per week will be compensated at the rate of $13.00 per hour. Extended workweek time must be approved by the Division Administrator in advance.

F. Pay Check Stubs
Effective fall quarter, 1986, all additional compensation shall be recorded separately on the stub of each pay receipt.

ARTICLE XV - PERSONNEL FILES

A. There will be established and maintained one (1) official personnel file on bargaining unit members. This file will be maintained in the Office of Administrative Services.

B. Access to the official personnel file shall be available during regular office hours to the employee and/or his/her representative upon request to the Director of Administrative Services or his/her designee. The review of such personnel file shall be in the presence of the Director of Administrative Services or his/her designee. Neither the file nor any part thereof shall be removed from the College's offices.

C. Bargaining unit members shall be informed of any complaint by a student or member of the public which is directed toward them and which will become a matter of record.

D. Anonymous letters or materials shall not be placed in the bargaining unit member's file nor shall they be made a matter of record. Each bargaining unit member shall have the right, upon request, to review the contents of his/her personnel file. A representative of the Union may, at the bargaining unit member's request, accompany the member in such a review.

E. Each member of the bargaining unit shall have the right to dispute the accuracy, relevancy, timeliness or completeness of information in writing contained in the file.

F. Each member of the bargaining unit shall have the right to request in writing that such disputed materials be removed from the file. Such request shall specifically identify the material objected to and the basis for the dispute. When such a challenge is made, a reasonable investigation of the disputed information will be conducted by the President or his/her designated representative(s). Any information which cannot be verified or is found to be inaccurate by the College or an arbitrator will be deleted.

G. Should it be determined that the disputed information should not be removed, the disputant will be permitted to include in the file a brief written statement of his/her position and a notation that the disputant protests that the disputed information contained in his/her file is inaccurate, irrelevant, outdated, or incomplete.

H. A unit member may be charged actual cost for any copies of materials placed in or requested from his/her personnel file.

ARTICLE XVI - EVALUATIONS

A. Bargaining Unit Member Evaluation

The criteria for evaluation, the method and the evaluation instrument will be established by the College. By the end of the second week in fall quarter each bargaining unit member will be advised as to the evaluation procedure and criteria. All members of the bargaining unit shall receive an annual evaluation. This annual evaluation will be prepared by Administrative personnel and will be in writing with a copy to the bargaining unit member prior to College Commencement.

All evaluations shall be signed by both the evaluator and by the person evaluated and kept on file. The signature of the person evaluated shall not indicate agreement with the content of the evaluation, but only that the evaluation has been inspected by him/her. The person evaluated shall be given the opportunity to rebut the evaluation in writing.

Prior to the annual evaluation, deficiencies noted as less than satisfactory will have been communicated in writing to the bargaining unit member. At his or her request the College will have made assistance available to the bargaining unit member to correct these deficiencies.

In the case of a dispute involving the evaluation of an employee, the employee may specify such dispute in writing and the reasons therefor.

The evaluation procedures herein do not effect the right of the College to non-renew as provided for in the Job Security provisions of this Agreement.

ARTICLE XVII - FACULTY RANK

The College may employ exceptional applicants at any rank. In establishing the rank at which an individual is placed, all previous teaching and related business or industrial experience will be considered.

Faculty rank of Instructor, Assistant Professor, Associate Professor, or Full Professor may be awarded on the basis of degrees obtained, work experience, recency of experience and graduate work, the number of years employed by the College, graduate courses taken beyond an attained degree, achievement of a professional license, evidence of maintaining the latest developments in his/her profession, and post-secondary teaching experience. Specific guidelines for promotion consideration shall be made known to the Association and its members upon request. Department Chairperson/Division Administrators are required to direct each faculty under his/her supervision to specific guidelines for future promotions.

The procedures to be followed by faculty wishing to be considered for promotion are listed below:

1. By November 15 the faculty member should submit in writing to his/her Chairperson the request for promotion consideration.
2. By December 31, any materials or data supporting the promotion request should be submitted to the Department Chairperson. These materials and official documents should be related to the criteria Rank descriptions/requirements as set forth in Guidelines for Faculty Rank as determined by the College.
3. By January 31, the Department Chairperson shall have reviewed the candidate's qualifications, and shall have met with the candidate to inform him/her of the recommendations to the Dean of Instruction.
4. By March 1, the Dean of Instruction shall submit in writing to the President and also to the candidate both the recommendation and the reasons for the recommendation.
5. The President will make a decision concerning faculty promotion in time for submission to the Board no later than the regular monthly Board meeting in March.
6. Should the President not accept a promotion recommendation he/she shall provide reasons in writing to the Dean of Instruction, Department Chairperson, and the candidate.
7. Should the candidate not have been granted promotion, he/she has the option of meeting with his/her Chairperson and the Dean of Instruction to devise a plan for future achievement that, when satisfactorily completed, would be adjudged as meeting the rank advancement requirements.

The Career Counselor and Director of Library Services are not eligible for faculty rank. However, a Joint Committee, consisting of two (2) members each from the Association and College is established for a period of ninety (90) days from the effective day of this Agreement, for the purpose of gathering data relative to the faculty status of the positions of Career Counselor and Director of Library Services, and similar jobs having duties substantially the same as the aforementioned jobs, in higher education in general and technical colleges in particular. This Committee is to prepare a report of its findings and tender it to the Presidents of the Association and College for their consideration.

ARTICLE XVIII - CONTINUED PERFORMANCE

No member of the bargaining unit or any organization, individual, employee or agent on behalf of such member of the bargaining unit shall sponsor or endorse a work stoppage in contravention of Chapter 4117 of the Ohio Revised Code.

ARTICLE XIX - TRAVEL POLICY

A. Approvals

All unit members who are required or request to make trips at College expense must have approval in advance from the President, upon recommendation of the appropriate Department Chairperson and/or Division Administrator.

B. Reimbursement for Personal Expenses

1. General

All expense accounts must be submitted on the forms provided by the College. Detailed travel and expense policy appears on the reverse side of the Travel and Incidental Expense Reimbursement Request Forms. Reimbursement may be partial or full, subject to the terms agreed to when the trip was approved. The minimum reimbursement request is five dollars ($5.00).

2. Advances

The State Auditor's Office has ruled that cash advances to individuals are not permitted. Certain expenses, such as registration fees for conferences and commercial transportation, may be paid in advance when specific conditions exist as set out in the detailed policy.

3. Transportation

If travel is by privately owned car, reimbursement will be made at the rate of twenty one (21) cents per mile. If common carriers service including airlines is used, the ticket stubs must be attached to the Personal Expense Voucher. Where more than one employee travels in the same car, the car travel allowance will be paid to the car driver only. Furthermore, reimbursement for use of a personal car shall not exceed routine trip coach air fare. Any person driving his/her own or other privately owned car while traveling on college business assumes all responsibility for accidents, property damage, or public liability.

4. Hotel and Meals

Hotel charges must be restricted to a reasonable amount. Receipted hotel bills must be attached to the expense voucher. When multiple occupancy occurs the College will reimburse the unit member at his/her proportionate share. Hotels and meals must be itemized showing the cost for each day.

5. Miscellaneous Items

College business related telephone, telegraph, registration fees for conventions, highway and bridge tolls, parking, and baggage expense will be reimbursed when properly itemized and explained. Expenses such as barber bills, laundry, clothes pressing, shoe shines and personal entertainment expense are not authorized.

No bargaining unit member will be reimbursed for travel expenses without prior approval of his/her Department Chairperson and/or Division Administrator. All travel for fiscal year July 1 to June 30 must be submitted to the Business Office for payment no later than 30 calendar days after the termination of the fiscal year on June 30. The five dollar ($5.00) minimum will be waived in such cases.

ARTICLE XX - MISC. PROVISIONS

A. Student Load

The unit member's rate of payment for courses conducted will not be affected by the number of students in a course.

B. Loss of Wages

Unauthorized absence or absence in excess of accumulated leave by bargaining unit members will result in the appropriate reduction of wages based on a per day portion of the contract salary.

C. Support Services

1. Xerox

Xerox/copying facilities shall be available to the bargaining unit members on days and evenings when classes are in session. Material submitted for copying shall be copied according to procedures established by the College Administration.

2. Lab Assistants

Employment of laboratory assistants shall be approved by the College Administration.

3. Office Facilities

Each full-time faculty member shall be provided with office space.

4. Educational supplies shall be made available to each bargaining unit member at no cost according to College defined procedures.

5. A lounge area will be designated for faculty use. A wall will be constructed to separate the restroom area from the remainder of the lounge.

D. Program Director

Bargaining unit members may be assigned the responsibility of Program Director at the discretion of the Department Chairperson/Division Administrator.

Said Bargaining unit members shall be:

1. Designated as a Program Director;
2. Provided three (3) credit hours release time per 11 week quarter;
3. Provided with a job description.

E. Employment Responsibilities and Regulations

The College when establishing and changing job descriptions will consider input from the Association. Once established or changed such information shall be made known to the Association and to the affected unit members. Once established job descriptions may only be changed during the annual anniversary month of this Agreement.

F. Conflicts of Interest

The personal conduct of a bargaining unit member is not within the appropriate concern or attention of the Board provided such conduct is not in violation of law, and except as it may directly prevent the bargaining unit member from properly performing his assigned functions during the workday.

G. Collegiality

The College will seek input from bargaining unit members on matters of curriculum, equipment purchase and other instructional items.

H. College Calendar

The College reserves the right to establish and change the annual academic calendar. However, in establishing the College calendar, input from the Association will be sought prior to the submission of the first draft of each College catalog.

I. Individual Rights

Neither the College nor the Union shall discriminate against bargaining unit personnel on the basis of race, color, creed, age, national origin, sex, religion, handicap, or for the exercise of rights protected by the laws and Constitution of the United States and the laws and Constitution of the State of Ohio.

ARTICLE XXI - WORKLOAD

A. Teaching Members of the Bargaining Unit

The academic year for teaching members of the bargaining unit shall consist of three (3) quarters annually beginning September 1 through the completion of Spring Quarter plus twenty (20) non-instructional days assigned by the College between September 1 through and inclusive of Commencement.

If there are no qualified volunteers for courses required to be offered during the summer quarter, and if qualified instructors from outside the bargaining unit are not available, the least senior qualified bargaining unit member will be assigned. Such assignment will be rotated each summer in order of the least senior qualified bargaining unit member, who has not previously been assigned. Bargaining unit members required to work summer quarter will have a minimum of 20 non contractual work days per year (September 1 through August 31).

A full-time instructional assignment is a 15 credit hour teaching load per quarter or an average of 22 contact hours per week over the length of the quarter. In the event an assignment in a specific quarter exceeds this full-time teaching load, the teaching unit member will be compensated at the rate identified in the overload provision of this Agreement.

Other departmentally related assignments will be given full-time teaching unit members whose course assignments are less than a full-time instructional load.
Within any five-day workweek each teaching member will schedule and post a minimum of six (6) office hours on campus. No office hour(s) need be scheduled on any weekday that the member is not otherwise required to be on campus. The schedule of office hours is subject to approval by the Department Chairperson and can be changed with one week's notice. Teaching unit members contracts will contain a provision for day/evening and Saturday instruction. The work hours will be adjusted according to evening-/Saturday assignment. The College may schedule additional hours for committee assignments, recruitment, and any other job related assignments.

B. Non-Teaching Members of the Bargaining Unit

Non-teaching members of the Bargaining Unit (the Director of Library Services and the Career Counselor) will work 37.5 hours per week assigned by their supervisor. The work year will be 52 calendar weeks commencing July 1 and ending June 30. The following will be paid holidays for the Director of Library Services and Career Counselor: July 4, Labor Day, Columbus Day, Veterans Day, Thanksgiving Recess (2 days), Christmas Recess (2 days), New Year's Recess (2 days), Martin Luther King Day, Presidents' Day, Spring Recess (1 day), Memorial Day.

ARTICLE XXII - REDUCTION-IN-FORCE

The College pursuant to R.C. 4117.08(C)(5) has the right and responsibility to layoff, transfer, assign, schedule, promote or retain employees.

The College may determine that changes in programming, student load and/or services may result in the layoff of bargaining unit members. Prior to the decision to layoff bargaining unit members, the College will have made an attempt to review possible alternatives.

A. Procedure Prior to Layoff

1. Prior to August 31, 1986, the College will notify the Association President and the members affected of potential layoff commencing fall quarter, 1986. Thereafter, the College will notify the Association President and the members affected of potential layoffs occurring in the succeeding academic year by April 1.

2. Any reduction in force shall be first accomplished through attrition insofar as it is possible to do so - that is, the number of unit members affected by the layoff will be kept to a minimum by not employing replacements for those unit members who retire or resign. The employment of replacements for some positions may be necessary in the event that unit members do not possess the necessary qualifications for the position to be filled.

3. Any layoff of bargaining unit members shall be preceded by the reduction of part-time employees in the program to be reduced except for those part-time employees who teach courses for which bargaining unit members do not possess the necessary qualifications. For bargaining unit members with 6 to 10 years of service at the College part-time courses being instructed in no more than two (2) programs will be combined where possible to create a full-time assignment; for unit members with 11 or more years of service at the College courses being instructed under part-time contracts in no more than three (3) programs will be combined to create a full-time assignment. Members must demonstrate current qualifications to teach these courses.

B. Layoff Procedure

1. If layoff is necessary in any program the College will provide the Association President and the members affected with a seniority list.

2. The seniority list for the affected program will rank unit members by length of full-time service at the College. Bargaining unit members will be laid off in reverse order of the seniority list.

3. Bargaining unit members affected will be notified by registered mail of the effective date of the layoff.

C. Recall Procedure

1. A laid-off bargaining unit member shall be offered reemployment when a vacancy becomes available for which he/she is fully qualified. Recall shall be in order of seniority with the most senior qualified being recalled first.

2. Bargaining unit members being recalled shall be notified by registered mail to their last known address and shall have ten (10) calendar days from the date of delivery to respond affirmatively in writing. It shall be the bargaining unit member's responsibility to make appropriate arrangements for forwarding a receipt of mail if he/she will be away from his/her address for more than five (5) calendar days.

3. If the bargaining unit member fails to report in writing within ten (10) calendar days from the date the recall notification was delivered, and/or fails to report to the College on the date specified he/she shall be removed from the RIF list and the Board of Trustees shall have no further obligations to him/her.

4. A bargaining unit member who has been laid-off shall be placed on a recall list according to the following schedule.

   0 - 5 years service equals 1 year recall.
   6 - 10 years service equals 2 years recall.
   11 or more years service equals 3 years recall.

   During the recall period, the bargaining unit member's salary step and advancement benefits shall cease, but shall be reinstated when recalled. Bargaining unit members on the recall list who desire to teach part-time classes must comply with the notification requirements listed in the part-time subsection of this Agreement. Bargaining unit members who are on the recall list will be given first option to teach on a part-time contract, courses for which they are qualified. Bargaining unit members who are employed on a part-time basis while on the recall list shall earn service credit at a rate of 1/45 of a year for a credit hour taught. During the first year of the recall period, the bargaining unit member shall be eligible to receive tuition remission and tuition reimbursement benefits. The College shall cease payment of all other bargaining unit member's benefits upon layoff. However, the bargaining unit members may continue his/her medical and/or life insurance coverages for a period of twelve (12) months by assuming the total cost of the applicable benefit. Continuation of benefits are subject to the approval of the carriers. If an individual is not recalled within the above recall period, his/her employment status will be changed from "layoff" to "termination."

ARTICLE XXIII - GRIEVANCE/ARBITRATION PROCEDURE

A. Philosophy and Purpose

The purpose of the grievance procedure is to secure a decision at the lowest level by the Administrator having the authority to resolve it.

Every effort should be made to resolve the issue when it arises on an informal basis rather than enter into formal proceedings.

This procedure will be available to all unit employees with the guarantee that no reprisals of any kind will be taken against any employee initiating or participating in the grievance procedure. Any reprisals would also be subject to the grievance procedure.

B. Definitions

A GRIEVANCE shall be defined as a formal charge or claim by a bargaining unit member or by the union alleging that there has been a violation, misapplication of, or a failure to comply with a provision of this Agreement.

A GRIEVANT shall mean any unit employee or the Association expressing a grievance. A grievance alleged to be a "group" grievance shall have arisen out of identical circumstances affecting each member of said group.

RESPONDENT shall mean the Jefferson Technical College District Board of Trustees.

WORKDAY, any day (excluding Saturdays and Sundays) when the College, according to the official calendar, is open and conducting College business.

C. Procedure

The procedures of the grievance system are divided into informal and formal methods. Regardless of the method, it is important that the grievance be processed as quickly as possible at each administrative level, so as to render a decision to the grievant as soon as possible.

The number of days indicated herein, should be considered maximum.

Time limits specified may be extended by mutual agreement of all parties involved.

D. Informal or Preliminary Meeting with Immediate Supervisor

The employee first must meet with and review the problem with his/her immediate supervisor or administrator responsible for handling the problem. In the event that the employee is dissatisfied with that resolution and elects to make the matter a written grievance, he/she then shall, within thirty (30) working days of the act or occurrence giving rise to the grievance, pursue and comply with the provisions of Step I.

E. Formal Procedure (Step I)

The grievant who wishes to file a formal grievance shall submit a completed copy of the Grievance Report Form, to his or her immediate supervisor. The form shall be complete and contain a concise statement of the grievance and must cite specific sections of this Agreement being grieved.

The Supervisor or designee shall then meet with the grievant in order to reach a decision within eight (8) working days of receipt of the grievance. The decision and rationale for the decision shall be in writing within eight (8) days after such meeting. Copies shall be provided to the grievant, Association President, and the Director of Administrative Services.

F. Division Administrator (Step 2)

If the grievance is not resolved at this point, the grievant or the respondent may submit to the Division Administrator, a completed copy of the Grievance Report Form within ten (10) working days after the supervisor renders his/her decision.

The Division Administrator or designee shall then meet with the grievant in order to reach a decision within ten (10) working days of receipt of the matter to the grievant's Divisior Administrator. The decision and rationale for the decision shall be in writing within ten (10) days after such meeting. Copies shall be provided to the grievant, Association President, and the Director of Administrative Services.

G. Presidential Review (Step 3)

If requested, the President or his designee shall meet within ten (10) working days after the receipt of the Grievance Report Form from the grievant or the respondent. The grievant and respondent are entitled to have representatives present at the hearing. Upon completion of the meeting(s) the President shall notify the grievant in writing of the decision and the rationale for the decision within ten (10) working days from the date the meeting is concluded. Copies of the decision and the rationale for the decision shall be sent to the grievant, Association President and the Director of Administrative Services.

H. Binding Arbitration (Step 4)

If the grievance is not resolved by the President, the grievant upon approval of the Union may submit to the chairperson of the Board of Trustees a completed copy of the Grievance Report Form within ten (10) working days of the receipt of the written response by the President, and may request an outside arbitrator.

The arbitrator shall be requested by the grievant within twenty (20) additional working days pursuant to the Voluntary Rules of the American Arbitration Association. The AAA will submit a list of names from which an arbitrator will be selected.

The fees and expenses of arbitration shall be borne equally by the College and grievant.

The arbitrator shall be requested to render his/her decision as quickly as possible, but in any event, no later than thirty (30) calendar days unless the parties agree otherwise. The arbitrator's decision shall be final and binding upon the parties. Arbitration shall be limited to one grievance at any one time, and the arbitrator shall not have power to add to or subtract from, or modify any of the terms of this Agreement.

I. General Provisions

All documents, communications, or records dealing with a grievance shall be filed separately from the personnel files of the participants.

A grievance may be withdrawn at any level by the grievant without prejudice or record.

Time limits indicated in this grievance procedure are maximum limits only. Every effort shall be made to resolve the grievance at the earliest possible date. However, any grievance not timely presented for disposition at any step herein shall not thereafter be considered a grievance under this Agreement and shall be deemed settled pursuant to the last response of the college and further appeal shall be waived and barred. Failure on the part of the College to timely respond to a grievance at any step shall cause such grievance to proceed to the next step.

Within the above time frames, the parties may agree to hold additional meetings.

If a grievance must be resolved at a specific administrative level because of the authority vested in that position, preliminary levels may be by-passed by mutual consent of all parties.

The grievant must be present at each and every step herein.

Both parties are to have reasonable access to relevant available information concerning the grievance.

The grievant, upon his/her request, shall be entitled to Union representation at any meeting of the grievance procedure. During the term of this Agreement, no organization other than the Union shall be permitted to represent any bargaining unit member in the grievance process.

All notices of hearings and disposition of grievances shall be first hand delivered, with date of receipt recorded thereon, or if hand delivery is not appropriate, mailed by registered letter to the grievant's last known mailing address. It is the responsibility of the grievant to keep the College informed as to current mailing address.

Hearings at all internal steps of the grievance procedure shall be conducted at a mutually agreeable time and place.

Grievance forms included in Appendix A.

ARTICLE XXIV - SALARY SCHEDULE

Effective September 1, 1986, all bargaining unit members shall be placed on the attached salary schedule according to their level of education and years of service with Jefferson Technical College. Such salary shall be for the academic year as defined herein.

Present bargaining unit members will be placed on the salary schedule according to their degrees, and post bachelor's graduate semester and post masters graduate semester credit hours which can be documented in the personnel files by August 15, 1986. Hereafter, bargaining unit members who possess the necessary credentials to be reclassified must present official documentation to the Department Chairperson or Division Administrator by January 31. If their classification meets the documentation requirement it will be noted in the member's next contract to be issued April 1 with the appropriate salary increase effective on the next date identified on the salary schedule. Satisfactory documentation shall mean that the degree or course work is in a field directly related to the member's assignment and was undertaken and successfully completed with a grade of "C" or better at an institution which holds full accreditation membership at one of the seven Regional Institutional Accrediting Bodies recognized by the Council on Post Secondary Accreditation.

Those members of the bargaining unit whose work year is 52 calendar weeks (the Director of Library Services and the Career Counselor) will receive an extended contract adjustment of their base salaries according to the following schedule.

Director of Library Services	$3,750
Career Counselor	$3,750

SALARY SCHEDULE FOR BARGAINING UNIT MEMBERS

YRS OF SERVICE	NO DEG. OR ASSOC.	BACHELORS	BACHELORS PLUS 15	MASTERS	MASTERS PLUS 30
0	0.8889	1.0000	1.0750	1.1500	1.2250
1	0.9333	1.0500	1.1278	1.2056	1.2861
2	0.9778	1.1000	1.1806	1.2612	1.3472
3	1.0222	1.1500	1.2334	1.3168	1.4083
4	1.0667	1.2000	1.2862	1.3724	1.4694
5	1.1111	1.2500	1.3390	1.4280	1.5305
6	1.1555	1.3000	1.3918	1.4936	1.5916
7	1.2000	1.3500	1.4446	1.5392	1.6527
8	1.2444	1.4000	1.4974	1.5948	1.7138
9	1.2889	1.4500	1.5502	1.6504	1.7749
10	1.3333	1.5000	1.6030	1.7060	1.8360

BACHELOR'S BASE - (September 1, 1986 - August 31, 1987) - $18,000
BACHELOR'S BASE - (September 1, 1987 - December 31, 1988) - $18,500

All current or new bargaining unit members with prior work/teaching experience will receive credit for up to two years work/teaching experience on the salary schedule upon submission of appropriate documentation.

ARTICLE XXV - NEGOTIATIONS PROCEDURES

Negotiations for a successor agreement shall proceed in accordance with O.R.C. 4117, except as otherwise provided below.

A. Negotiating Period

The length of the negotiating period shall be a maximum of sixty (60) calendar days commencing with the date on which notice is served on the other party, unless an extension is mutually agreed to.

B. Representation

Representation at all bargaining sessions shall be limited to a total of six (6) representatives each for the College and the Association. The expense of the representatives shall be the responsibility of the party so requesting them. It is understood and agreed that no third party participation will be permitted without mutual agreement. It is further understood and agreed that each side will submit to the other the names of their representatives at least ten (10) days prior to the commencement of bargaining. Any changes will be provided in writing to the other side at least 48 hours prior to the next scheduled bargaining session, absent mutual agreement otherwise.

C. Negotiating Sessions

1. Before each and every negotiating session adjourns the establishment of a mutually agreeable agenda, time, date and place for the next session between said teams shall take place.
2. At the initial negotiations session, written proposals shall be exchanged by the parties. No new items shall be submitted thereafter except upon mutual agreement of the teams.
3. All negotiation meetings shall be conducted in executive session exclusively between said representatives unless the parties mutually agree otherwise.
4. When negotiations are conducted, the Union's negotiating team shall be excused from other duties.

D. While Negotiations are in Progress

1. Caucuses

Upon request of either party, the negotiating session shall be recessed to permit the requesting party to caucus. Caucus shall be of reasonable length.

2. Exchange of Information

Upon reasonable advance request to the College President and at cost (4 cents per copy) to the party making such request, all available public information as such is defined by the Ohio Revised Code, shall be provided, related to subjects of negotiation.

E. Agreement

1. As tentative agreement is reached on each item during the negotiating period, the agreement shall be reduced to writing and initialed by each team. It is understood that each tentative agreement is reached pending ratification of the Agreement as a whole by the Association and final approval of the same by the Board of Trustees.

2. If tentative final agreement is reached on all matters being negotiated, the tentative agreements reached between the negotiating teams shall be reduced to writing and submitted first as a package to the Association for ratification within seven (7) working days. The Association President shall orally advise the College President of such action taken, to be immediately thereafter followed by notification in writing to the Board of Trustees by the Association. Such written agreement shall be submitted to the Board of Trustees for its approval. The Board of Trustees shall take action at its next regular or special meeting, to take place no more than seven (7) working days after the receipt of the Association's written notification, and shall in writing advise the Association of the action taken.

F. Final Agreement

Upon ratification by the Association and the approval by the Board of Trustees, both parties shall retain a signed copy of the final agreement. Also, one signed copy of the collective bargaining agreement entered into between the Board of Trustees and the Association shall be jointly filed with the State Employment Relations Board (SERB) within thirty days of the execution of such agreement.

G. Impasse Procedures

Impasse procedures shall be governed by the pertinent provisions of the Ohio Revised Code, Chapter 4117.

ARTICLE XXVI - SEVERABILITY

In the event there is a conflict between a provision of this Agreement and any applicable state or federal law, the applicable state or federal law shall prevail as to that provision. All other provisions of this Agreement which are not in conflict with any applicable state or federal law shall continue in full force and effect in accordance with their terms.

If, during the term of this Agreement, there is a change in any applicable state or federal law which would invalidate any provision of this Agreement or a provision of this Agreement is declared invalid by a court of competent jurisdiction, the parties will meet to negotiate any necessary change in the Agreement relative to the affected provision within thirty (30) days by demand of either party.

The College reserves the right to promulgate reasonable rules and regulations. Any item not covered in this Agreement may be covered by existing College policy, rule, or regulation, provided that such policies, rules, or regulations do not conflict with the provisions of this Agreement.

ARTICLE XXVII - EFFECTS OF AGREEMENT

Neither the Association nor the College waive any rights to bargain or refuse to bargain during the term of this Agreement respecting mandatory subjects of bargaining as defined in Chapter 4117, except as may be limited by Chapter 4117.

ARTICLE XXVIII - NO REPRISAL CLAUSE

The Jefferson Technical College and the Jefferson Technical College Education Association agree that neither party nor any of its trustees, employees, servants, agents, officers, members, representatives, or affiliated organizations shall participate in, encourage or aid any other individual in taking any reprisals or recriminatory measures against any person, organization, employee, parent or student because of any action or inaction or any statements made or not made, or for participating in or not participating in any strike-related activities or for supporting and encouraging or for not supporting or encouraging any person or organization involved in the work stoppage at Jefferson Technical College from the period commencing at 12:01 a.m. on April 16, 1986 through July 20, 1986.

Any litigation pending or proposed by Jefferson technical College, its trustees, agents, officers and/or employees or by the Jefferson Technical College Education Association, its officers, agents, members, representatives or affiliated organizations because of any acts related in any way to the work stoppage occurring between 12:01 a.m. on April 16, 1986 and July 20, 1986, shall be dismissed with prejudice and/or not filed, upon ratification of the Collective Bargaining Agreement by the Jefferson Technical College Education Association and approval by the Jefferson Technical College,Board of Trustees.

Any unfair labor practice charges pending or proposed with the State Employment Relations Board by Jefferson Technical College against the Jefferson Technical College Education Association, its members, agents, officers, or representatives, or affiliated organizations, as a result of the strike or related activities shall be withdrawn by the College and dismissed with prejudice and/or not filed, upon ratification of the Collective Bargaining Agreement by the Jefferson Technical College Education Association and approval by the Jefferson Technical College Board of Trustees.

Any unfair labor practice charges pending or proposed with the State Employment Relations Board by the Jefferson Technical College Education Association against Jefferson Technical College, its trustees, agents, officers, and/or employees, as a result of the strike or related activities shall be withdrawn by the Association and dismissed with prejudice, and/or not filed, upon ratification of the Collective Bargaining Agreement by the Jefferson Technical College Education Association and approval by the Jefferson Technical College Board of Trustees.

ARTICLE XXIX - DURATION

IN WITNESS THEREOF, we, the undersigned representatives of the Board of Trustees and the Jefferson Technical College Education Association, its officers and members, hereby enter into this Agreement on the 20th day of July, 1986, by and between the Jefferson Technical College and the Jefferson Technical College Education Association, effective from date of ratification by both parties (July 20, 1986) through 31 December 1988. The salary increase agreed to in the successor agreement (effective January 1, 1989) shall be fully retroactive to September 1, 1988.

JEFFERSON TECHNICAL COLLEGE EDUCATION ASSOCIATION	JEFFERSON TECHNICAL COLLEGE
______________________________	______________________________
______________________________	______________________________
______________________________	______________________________
______________________________	______________________________

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ERIC Clearinghouse for
Junior Colleges

AGREEMENT
BETWEEN THE
LAKELAND FACULTY ASSOCIATION
AND THE
LAKELAND COMMUNITY COLLEGE
1987 - 1989

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AGREEMENT
BETWEEN
LAKELAND FACULTY ASSOCIATION
AND
LAKELAND COMMUNITY COLLEGE

ARTICLE I

Section A. Recognition

1. The College recognizes the Association as the sole and exclusive bargaining agent and representative for all persons employed by the College as either full-time faculty or partial year full-time faculty as defined herein:

   a. Full-time faculty: full load for an entire academic year as provided in Article III.

   b. Partial year full-time faculty: full load for one or two academic quarters as provided in Article III.

2. Excluded from the bargaining unit represented by the Association shall be all administrative employees and all part-time faculty. A current list of excluded administrative positions is attached hereto as Appendix A. Additions may be made to Appendix A as new positions of comparable nature are established.

3. All members of the bargaining unit shall be governed by the terms of this Agreement, and this Agreement shall supersede and override all other policies or practices which specifically conflict with these provisions.

4. The term "faculty" shall refer to all members of the bargaining unit and shall include all persons who hold a "faculty position". The term "faculty position" shall refer to all positions included in the bargaining unit on July 1, 1982, or added to the bargaining unit after that date. Further, with respect to new employees and positions, the "faculty" shall include only teachers, counselors, librarians, and other non-supervisory professional employees who spend the majority of their time providing direct, instructionally-related student contact time, and who hold positions similar to positions which historically have been included in the bargaining unit.

   In the event a dispute arises concerning the bargaining unit status of any employee, the dispute shall be submitted to arbitration in accordance with Article II of this Agreement. In the event the arbitrator finds that an employee was wrongfully denied "faculty" status, the arbitrator will determine the appropriate remedy.

Section B. Designation of Bargaining Representative (Election Procedures)

A change of bargaining representation or decertification or other withdrawal of recognition from the LFA shall be in accordance with O.R.C. Chapter 4117 procedures.

Section C. Procedures

1. If either party desires to make changes in the wages, hours, benefits, or other terms and conditions of employment to take effect after expiration of this Agreement, then it shall notify the other party in writing of its desire to open negotiations. Such notice must be given between February 1 and March 31 of the year in which the contract expires.

   Within thirty (30) days after the receipt of this notice of the desire to modify the Agreement and to open negotiations, each party shall designate its bargaining spokesperson who shall make all necessary arrangements for further conduct of negotiations and hold the initial bargaining session. At that session all necessary ground rules will be determined and initial bargaining proposals may be transmitted.

2. Agreement

   Final agreement reached through negotiations shall be reduced to writing and submitted to the bargaining unit represented by the LFA and the Board of Trustees for approval. The bargaining teams shall recommend approval. The parties shall act to approve or disapprove the contract within fifteen (15) days after tentative agreement. The Agreement shall then be signed on behalf of the parties and shall be adopted as policy of the Board and become a legally binding contract between the parties. The failure to act within the fifteen (15) day period shall constitute approval. The LFA will make every effort to ratify before the Board and will give them immediate notice of its decision.

3. Disagreement

   In the event the parties reach impasse (defined as the failure of the responding party to offer a counterproposal as to any issue outstanding between the parties moving the parties together) either party may request the assistance of a mediator through the office and procedures of the Federal Mediation and Conciliation Service (FMCS).

   Said mediator may set the date, time, place, and agenda for the negotiation sessions as he deems necessary to facilitate the development of a mutually acceptable agreement. Said mediator shall have no authority to render decisions or force either side to make concessions.

4. Costs

   The parties will share equally the costs of any joint expenses such as the cost of joint meeting facilities.

Section D. College-Association Relationship

1. Duly authorized representatives of the Association shall have access to the College premises for the purpose of transacting official Association business consistent with this Agreement, provided that this shall not interfere with or interrupt the normal conduct of College affairs.

2. The Association shall be permitted reasonable use of College rooms and equipment on the same basis as other faculty groups or faculty members, provided such use does not interfere with the educational purpose of the College.

3. The Association shall be permitted reasonable use of College bulletin boards for official Association business. Faculty mailboxes and use of the College mail service shall be available to the Association on the same basis as it is available to other departments, associations, groups, or individuals within the College.

4. Within sixty (60) days of ratification, copies of this Agreement, printed in booklet form, shall be prepared for distribution to all members of the bargaining unit, (twenty-five (25) additional copies for the Association and twenty-five (25) additional copies for the College). The cost of producing copies of the Agreement shall be paid by the College.

5. The Association shall have the unqualified right to select its own representatives for the purpose of negotiating or administering this Agreement.

6. Neither the College nor the Association shall discriminate against any faculty member or any applicant for employment as a faculty member because of race, sex, age, religion, national origin, marital status, membership or non-membership in the Association, lawful activity in support of or in opposition to the Association, or for exercising any rights in this Agreement.

7. The College agrees to make available to the Association, within a reasonable period of time, such public information as is available and as is relevant to the negotiations or administration of this Agreement. Reasonable charges for copying costs may be made.

8. The College agrees to deduct Association dues in ten (10) equal consecutive pay period installments from the salaries of all employees in the bargaining unit whose lawful, written authorization for such deduction it possesses. The amount to be deducted annually shall be made known to the College and to the members of the bargaining unit by the President of the Association no later than November 1 of the academic year. The College shall forward the payroll deductions to the Association promptly. The College shall levy no charge upon the Association for administering the payroll deduction.

9. The LFA may set a service fee in September of each employment year and will notify each nonmember of the service fee. The fee shall be deducted from paychecks as provided by Chapter 4117, O.R.C. If the nonmember alleges that the fee is improper, he/she may file a claim against LFA through its internal procedures. The internal rebate procedure shall provide for a rebate of expenditures in support partisan politics or ideological causes not germane to the work of employee organizations in the realm of collective bargaining.

ARTICLE II

GRIEVANCE PROCEDURE

Section A. Definition

A grievance shall mean a complaint of an employee or employees that there has been a violation, misinterpretation, or misapplication of an express provision of this Agreement, or that it has not been equitably applied to the detriment of the aggrieved.

Section B. Procedure

1. The complaint should be orally presented and discussed with the aggrieved's division director (or the lowest level administrator with authority to resolve the grievance) within twenty (20) working days of the event which is the basis of the complaint or within twenty (20) working days of when the aggrieved has knowledge or reasonably should have had knowledge of the basis of the grievance.

2. A written grievance shall be filed with the aggrieved's Dean (all faculty shall be notified in writing of his/her Dean) to resolve the grievance if the oral discussion in Step 1 fails to satisfy the aggrieved within ten (10) working days of such oral discussion or thirty (30) working days from the event if no oral discussion occurs. The written grievance must state the basis of the grievance and the requested remedy. Within seven (7) working days, the Dean and/or designee shall meet with the grievant and/or his/her representatives, and other persons (if any) whom the parties agree should attend for proper consideration of the grievance. Within seven (7) working days after the meeting, the Dean or designee shall deliver a written disposition of the grievance to the aggrieved and to all those who participated in Step 2. This step may be omitted if the Dean does not have authority to resolve the grievance, in which case the grievance must be filed with the President according to above time lines and the matter shall be processed at Step 3.

3. Should the aggrieved be dissatisfied with the Dean's written disposition of the grievance, he/she may file within ten (10) working days an appeal submitting the grievance to the President of the College or designee.

   The written grievance must state the contract provisions violated and the relief requested. Within seven (7) working days of receiving notice that a grievance is being submitted to him, the President and/or his designee, the grievant and/or his/her representatives, and other persons (if any) whom the parties agree should attend for proper consideration of the grievance shall meet. The grievant should supply backup documentation. If the Association has not previously been involved with the grievance in question, it shall be provided copies of the grievance, and the recommended disposition of the Dean and shall participate in the meeting conducted by the President of the College and any subsequent meeting. The President of the College shall deliver a written disposition of the grievance to all parties within seven (7) working days after meeting with them. If the grievance is denied, a reason(s) shall be given.

4. Should the aggrieved be dissatisfied with the resolution of the grievance by the President or designee, he/she may, within ten (10) working days from the receipt of the decision by the President or designee, request that the grievance be heard by the Board of Trustees by filing a written request with the President, a copy of which shall be sent to the Chairman. Upon receipt of the request, the Board of Trustees may hear the grievance within twenty (20) working days at a mutually agreeable time and place or decline to hear the grievance, in which case it may be taken to Step 5 by the Association. If the Board of Trustees hears the grievance, they may request that witnesses testify and that other evidence be presented on the matter. Any party may call witnesses and have the opportunity to cross-examine witnesses called by other parties and the Board and any party may make a record of the proceedings. If the Board of Trustees hears a grievance, they will issue a written disposition of it within ten (10) working days after the hearing.

   If the aggrieved or the Association is not satisfied with the Board's Step 4 answer or if the Board has waived its rights to hear the grievance, then the Association may appeal the grievance to impartial arbitration within fifteen (15) working days of the receipt of the Board's Step 4 answer, or its written decision not to hear the matter.

5. Any appeal to arbitration made hereunder shall be perfected by giving written notice of such appeal to the American Arbitration Association and simultaneous written notice to the Board within the fifteen (15) working day time limit specified herein. Upon receipt of a list of nine (9) qualified arbitrators, the representatives of the Board and Association shall select an arbitrator by the alternate strike method with the Association going first. The procedural format shall be (a) the American Arbitration Association rules for voluntary labor arbitration, or (b) the American Arbitration Association rules for expedited labor arbitration if mutually agreed.

   Arbitrator's Decision and Compensation

   The Arbitrator will render his decision in writing within thirty (30) working days of the close of the hearing or such additional time as the parties may in writing agree, after any grievance has been submitted to him, and his decision will be final and binding on the parties. It may be enforced, vacated, or modified by a court of competent jurisdiction only in accordance with Ohio law. The arbitrator may not add to, alter, or delete from the terms of this Agreement. If the arbitrator finds that the grievant was not compensated in accordance with this contract for work actually performed, then the arbitrator shall not order compensation without the College's consent, unless the arbitrator finds that it is impractical to implement a remedy which affords only prospective relief.

Section C. General

1. Nothing contained herein shall deny to any individual or the College or the Association its rights under state or federal constitutions or law.

2. To the extent possible, grievance meetings shall be scheduled at mutually convenient times.

3. No individual shall be discriminated against in any manner by virtue of the fact that he or she filed a grievance nor shall any record of same be kept in the individual's personnel file.

4. Participants and witnesses at any step proceedings shall be provided paid release time from their duties as necessary.

5. The time limits provided in this Article may be extended by mutual agreement of the parties. Otherwise, if the aggrieved employee or the Association fails to observe any of the time limits set forth in this procedure, the aggrieved employee and the Association shall have waived his/her claim on the issue(s) at point. If the employer fails to meet a deadline set by this procedure, the grievance shall automatically advance to the next step. Settlement of a grievance at any step of this procedure shall be final and binding on the employer, the aggrieved employee, and, if the Association participated, on the Association.

6. Exhaustion of this grievance procedure is required as to all disputes within its scope, as defined in Section A.

7. The aggrieved employee's attendance is permitted at all steps of the grievance procedure. The aggrieved employee may be accompanied by an Association representative at any step, and the Association has a right to have its representative present at Steps 3 through 5.

8. An appeal shall be considered "filed" for purposes of determining compliance with the time limits stated herein when its signed receipt date or postmark are within the required time limits.

ARTICLE III

Section A. Definition of Academic Year

1. The academic year for full-time faculty is three eleven-week quarters--Fall, Winter, Spring--and three weeks of related activities--the total of which shall not exceed thirty-six (36) weeks or one hundred eighty (180) days.

   a. Within the three (3) weeks (fifteen (15) days) of noninstruction time for teaching faculty, nine (9) days will be used for such activities as organization and developmental meetings, commencement, and grade reporting. Four (4) of the six (6) remaining days shall be for advisement counseling to implement the overall faculty advisement counseling program. The remaining two (2) days may be "arranged" with the division director for such activities as additional committee work and other instructional work. Assignments on these days shall be at the discretion of the appropriate administrator after consultation with the affected faculty member about the assignment(s).

   b. For nonteaching faculty, the assignment of their one hundred eighty (180) days shall be as follows: one hundred sixty-eight (168) days office and/or classroom teaching assignments; six (6) days organization and developmental meetings and commencement; six (6) days which may be arranged by the division director (or other appropriate administrator). Specific assignments shall be at the discretion of the appropriate administrator after consultation with the affected faculty member.

   c. It is possible for each division to have a schedule different from all other divisions. It also is possible for each faculty member within a division to have a schedule different from other faculty members.

2. The calendar shall commence two (2) full weeks before the first day of class in the fall (excepting Labor Day if it should fall within this two-week period) and end with the last day of the spring quarter or commencement, whichever is later.

3. The one hundred eighty (180) day calendar shall be completed and announced by each division director on the first day of scheduled preschool meetings. If changes necessary to the operation of the College are subsequently made, the administration shall provide reasonable notice.

4. A week is defined as approximately forty (40) hours of college work which includes preparation, teaching, counseling, delivering of student services and advising, curriculum development, office hours, assigned committee and college service activities, and approved community service activities. The administration may maintain and revise a faculty position description more specifically describing these duties, which shall not be inconsistent with this contract. It is not expected that all faculty will carry out all the responsibilities cited in the position description in a given year, and faculty members will not be held accountable for responsibilities which are inapplicable to their particular assignment. These hours of activity may not necessarily occur on campus. Hours will be divided into assigned time which includes classes and office hours and unassigned time which may be used for other college work.

5. In addition to the one hundred eighty (180) day college calendar and summer session, the college may schedule additional courses between regular sessions. These sessions will be called intersession courses and will not be included in the one hundred eighty (180) day academic year. Faculty of the appropriate division shall be consulted and their input given significant weight prior to the decision to schedule any intersession course.

   Teaching faculty are normally required to spend at least twenty-five (25) hours assigned time per week on campus (including assigned instruction sites) and nonteaching faculty are normally required to spend forty (40) hours assigned time per week on campus (including assigned instruction sites). Nonteaching faculty shall be permitted to attend appropriate faculty activities as part of their forty (40) hour week load. No faculty member is required to be on campus on days that he/she has neither classes nor office hours nor other specific assigned duties.

Section B. Class Load

1. It shall be the responsibility of the Dean of Instruction to administer instructional load policy as specified within this Agreement. A normal load shall be forty-five (45) units per academic year with assignments per quarter ranging between thirteen (13) and seventeen (17) units per term, inclusive.

2. Classes will be scheduled between the hours of 7 a.m. and 11 p.m. No faculty member will be expected to spend more than nine (9) consecutive hours at the College in any one day without his/her specific approval and consent. At least twelve (12) hours shall elapse between the last class on one day and the first class on the succeeding day. Exceptions will be made only at the instructor's request and approved by the Dean of Instruction.

3. When the administration has reason to question a faculty member's job performance, the faculty member may be required to notify his/her division director of all outside employment. Excessive outside employment which demonstrably detracts from the faculty member's services to the College may be grounds for progressive disciplinary action.

4. A full-time faculty member may be employed for additional part-time teaching or supplemental service for the College, but his/her normal load shall not be exceeded by more than twenty-seven (27) units per academic year (exclusive of summer sessions and intersessions). Normal load shall not be exceeded by more than nine (9) units in any academic term unless authorized by the Dean of Instruction. Student generated overload in the third quarter shall not be counted in determining whether the twenty-seven (27) unit limit is exceeded.

5. Part-time faculty shall not be contracted to be assigned more than twenty-seven (27) units per academic year or its service equivalent.

   The College agrees that the ratio of student credit hours taught by full-time faculty to that taught by part-time faculty should not be below sixty percent (60%) to forty percent (40%). The College will maintain a credit hour ratio at a level that will not result in a loss of accredition by the North Central Association.

6. a. First consideration for load shall be given to regular, full-time faculty who are members of the bargaining unit within the department, then the division, and then the College who are qualified to teach the course offerings.

   b. First consideration for summer employment, intersession employment, and for overload, covered in Section D of this Article, shall be given to regular full-time faculty members within the department, then the division, and then the College who are qualified to teach the course offerings, on a seniority basis, except as otherwise provided herein. Preferences for overload/summer sections may be expressed as part of the initial scheduling process within each division for each quarter. Each division director then will post in the division office the remaining overload/summer assignments available and make the request form available to each full-time faculty member in his/her division. On the form the faculty member may request the available course sections in his/her division for which they are qualified and to which they wish to be assigned. In order to be assured first consideration over a part-time faculty member or less senior full-time faculty member for the above posted assignments and/or new sections, a full-time faculty member must submit his/her completed overload/summer employment request form to his/her division director not later than the deadline established by the Dean of Instruction for submission of final draft schedules for the quarter in which the assignment will take effect (unless a full-time faculty member requires a section to achieve full load). Division directors will post the overload/summer sections available and make request forms available to faculty members at least one week in advance of the deadline for returning the forms. When a faculty member requests consideration for new sections added after submitting the forms, then the division director will make a reasonable effort to contact the faculty member before assigning the section to another person. The faculty member must keep the division director informed of how he/she can be contacted.

   c. Lecture and lab sections may not be split for the purpose of gaining overload from the above posted assignments and/or new sections without approval of the Dean of Instruction.

   d. For summer school teaching, no faculty member may select more than ten (10) units of total summer load until all others in the department have had an opportunity to obtain similar load.

Section C. Instructional Load Regulations

The following are the instructional load regulations for the contract year:

1. Composition 100, 110, 120, 130, Eng. 201, and Bus. 216 courses carry a 1.25 factor per credit hour.

2. Courses in which class hours equal credit hours translate to 1 unit per credit hour.

3. Courses which have a clear division between lecture-discussion and laboratory are computed as follows:

   a. Credit hours of lecture-discussion translate 1 unit per contact hour.

b. Contact hours of laboratory are computed at .83 units per class hour.

4. No more than three different preparations will be assigned to any instructor as a part of his/her normal load unless additional preparation units or fractions of units are included in his/her total load computation.

Preparation units are computed as follows:

a. Each separate course is counted as one preparation.

b. Each separate laboratory taught without a lecture is computed as one preparation.

c. Each separate lecture/laboratory is computed as 1.5 preparation.

5. Additional units or fractions of units are generated by student credit hour loads according to the following units:

Student Credit Hours	Units
450 and under	.00
472	.25
495	.50
517	.75
540	1.00
562	1.25
585	1.50
607	1.75
630	2.00
652	2.25
675	2.50
697	2.75
720	3.00
742	3.25
765	3.50
787	3.75
810	4.00
832	4.25
855	4.50
877	4.75
900	5.00
1200	5.25
1500	5.50

The actual enrollment on the fourteenth (14th) calendar day following the beginning of the course will be used to compute student credit hours.

6. For the purpose of these regulations, a class hour represents fifty (50) minutes of instruction.

Section D. Overload

1. Overload Course Defined

The "overload section" is the section which, if eliminated from the assignment, could bring the load closest to but not under fifteen (15) units.

If several sections meet this test, the one generating the fewest student credit hours will be designated "overload section". The instructor does not receive preparation credit for the "overload section" nor for the student credit hours generated by the "overload section". In addition, the instructor waives his/her right to have courses scheduled within a nine (9) hour time span in any one day. The test for determining "overload section" is applied before preparation credits are considered.

2. Overload Compensation

Payment for all overload except banked overload will be made during the quarter of the overload, ordinarily split into five (5) equal payments. (See Article IV, J, for pay rate.)

3. Banking

Overload payments will be made in the quarter in which the overload is earned except that the faculty member may elect to bank a maximum of five (5) units during Fall and/or Winter quarters. Faculty members must advise their director regarding their intended use of any banked overload no later than February 1 of the year in which this contract expires. Unused banked overload will be paid during the spring quarter along with any unpaid cumulative load above forty-five (45) units for the academic year.

Section E. Salary Schedule, Summer Faculty

First consideration for summer employment will be given to regular full-time faculty members who are qualified to teach the summer course offerings on a seniority basis. Selection procedures for overload contained in Article III, Section B, paragraph 6, also shall be followed for selection of summer courses.

Section F. Scheduling Guidelines

The objective of scheduling is to make the best and most economical use of buildings, facilities, and faculty to facilitate the accomplishment of student goals. Faculty members participate variously in schedule preparation. Schedules shall be developed to operate for the convenience of students. To the extent possible, however, the convenience and wishes of faculty shall be taken into consideration.

Section G. Course Section Cancellation

1. Sections offered but enrolling fewer than the twelve (12) students may be canceled by the Dean of Instruction for that quarter. If the Dean does not cancel the section and, if the course is taught by a full-time faculty member, the faculty member shall be fully compensated.

2. At the option of the Dean of Instruction and with concurrence of the faculty member, a summer class may be taught with less than twelve (12) students and compensated on a prorated basis.

3. Sections in Art and Music studio course sequences, secretarial science, and foreign language courses, where one course is a prerequisite to the next and the courses share a common title, may be scheduled concurrently

to meet with the same instructor and compensated as though they were a single section. Such concurrent scheduling is an exception to paragraph G., 1., of this Article and may be done only with the concurrence of the faculty member and approval of the Dean of Instruction.

Section H. Lifelong Learning

Participation by full-time faculty in Lifelong Learning instruction is voluntary.

Section I. Guided Studies Program

Guided studies program is designed to provide both faculty and students with an opportunity to pursue a special interest topic in depth which would not normally be provided in a two-year community college curriculum. Faculty participation in the program is voluntary.

Faculty compensation for participation in the guided studies program shall be in accord with the attached scale. (Appendix B.)

Section J. Faculty Responsibilities Other Than Instruction

As part of their normal assignment, faculty members are expected to participate in academic advisement, curriculum planning, and college, divisional and departmental committee work. Faculty members are also encouraged to participate in College social, cultural, and professional activities and civic activities.

1. Each full-time faculty member shall take part in annual commencement exercises in academic dress. Rental expenses for academic dress shall be borne by the College.

2. All teaching faculty members shall maintain a minimum of ten (10) posted office hours on campus per week calculated to be convenient for students (including, where applicable, appropriate consideration of evening students) and will be available during these hours for student advising and conferences. The faculty member is responsible for posting hours on the faculty office door and for filing them with the division director. "On campus" includes all assigned work sites. Faculty members will post office hours for exam week on the last day of classes prior to exam week. Faculty members must post five (5) office hours but will also be available for up to five (5) additional office hours for appointment as arranged by students with faculty.

3. Faculty members teaching summer school shall make themselves available to studens by appointment on days when classes are taught. They will post such on their door and announce such at the beginning of the course.

Section K. Nonteaching Faculty Load

The normal load for nonteaching faculty shall be forty (40) hours per week for thirty-six (36) weeks during the academic year, which includes break and preparation time.

When the division director (or equivalent administrator) determines that additional work is necessary, nonteaching faculty may work in excess of forty (40) hours per week (overload) provided such overload may not exceed eleven (11) hours during any week. Such additional work shall be compensated at a rate no less than that rate paid non-full-time, nonteaching faculty. First consideration for additional work shall be given to regular full-time, nonteaching faculty who are qualified to accomplish the work on a seniority basis prior to the appointment of part-time, nonteaching faculty.

If the nonteaching faculty member does not seek the overload hours, or if the hours have been used, he/she may adjust the hours or assigned work to insure that he/she is not required to work in excess of forty (40) hours per week--nor be required to spend more than nine (9) consecutive hours at the College in any one day without his/her specific approval and consent.

Section L. Tutorial

With the faculty member's concurrence, tutorial sections (sections created to serve unique student needs and enrolling three (3) or fewer students are not to be confused with the Tutorial and other current departments) will be compensated at the rate of twenty-five dollars ($25.00) per student credit hour.

Section M. Substitutes

Qualified substitutes will be provided, when feasible, for absent faculty, unless the faculty advises the Division Director that a substitute is not needed and the Division Director concurs. Regular faculty serving in a substitute capacity will be paid the prorated overload rate, but such service shall not be treated as overload.

ARTICLE IV

Section A.

All faculty shall be placed on the salary schedule attached hereto as Appendix C. The B.A. base of $18,738 (6.5%) on the current indexed salary schedule shall be effective with the 1987-88 school year. The B.A. base of $19,581 (4.5%) on the current indexed salary schedule shall be effective with the 1988-89 school year.

Section B. Placement on Salary Schedule

A full-time faculty member new to the College will be placed on the faculty salary schedule at a step which corresponds with the agreement reached between the College and the employee as to the credit to be given for the employee's education and prior experience in teaching or employment related to the assignment. Signatures reflecting this agreement will be obtained.

Section C. Salary Step Procedures For Faculty

Faculty members shall advance through the steps of the salary schedule at the rate of one (1) step per every three (3) quarters of full-time service, excluding summer sessions. For the purposes of this provision, full-time service shall exclude unpaid leaves of more than ten (10) days and shall include paid leaves. Salary adjustments shall be effective the first pay period of the term following the completion of the third quarter of service.

Section D.

A faculty member who receives a higher degree while employed by the College will normally move to the new appropriate level effective the following September 1. Transcripts of academic work completed by the faculty members must be filed in the Personnel Office on or before September 30 of any year in order for additional compensation to be granted in that contract year.

Section E. Salary Schedule Legend

(Each index factor is multiplier of Base 1.00.)

Level I:	Baccalaureate degree or its equivalent in related business employment or industrial experience.
Level II:	Master's degree or its equivalent in related business or industrial experience.
Level III:	Doctorate degree or its academic equivalent.

Every increment (experience step) shall be five percent (5%) of previous step except for the last step in each column which shall be 6.05%. (Because of rounding, other calculations may not be exactly as recorded on the schedule.)

Section F. Additional Increments

Additional salary increments shall be given for successfully completed course work directly related to the faculty member's discipline and leading to a higher advanced degree or for course work that has been approved in advance by the supervising dean, as follows:

1. Level I, Steps 0-2, fifty dollars ($50.00) for each nine (9) semester hours up to twenty-seven (27) semester hours.
2. Level I, Steps 3-9, one hundred dollars ($100.00) for each nine (9) semester hours up to twenty-seven (27); two hundred dollars ($200.00) for each nine (9) semester hours up to twenty-seven (27), Steps 10 and 11.
3. Levels II and III, two hundred dollars ($200.00) for each fifteen (15) semester hours up to sixty (60).
4. After a faculty member has been on the last step on the salary schedule for three (3) years, a member's salary shall be increased two percent (2%) of the last step in the member's training column.

Section G. Extended Time Contract

All faculty who are employed for a period of time beyond the one hundred eighty (180) day contract will have the following factor applied to their salary base for the appropriate term of employment. The "salary base" shall be determined with reference to the salary schedule in effect at the time the extended time is worked.

36 weeks = 1.00 of faculty member's base salary.

1 additional week = .0278 additional salary (1/36)

2 additional weeks = .0556 additional salary

3 additional weeks = .0833 additional salary

4 additional weeks = .1111 additional salary

5 additional weeks = .1389 additional salary

6 additional weeks = .1667 additional salary

7 additional weeks = .1944 additional salary

8 additional weeks = .2222 additional salary

9 additional weeks = .2500 additional salary

10 additional weeks = .2778 additional salary

11 additional weeks = .3056 additional salary

12 additional weeks = .3333 additional salary

Extended time applies to additional work time during breaks in the academic calendar and, for nonteaching faculty, during breaks and the summer months. No faculty member may select more than eight (8) weeks of extended time until all others in the department have had an opportunity to obtain a similar load.

Extended time for nonteaching faculty shall be awarded annually on a seniority basis to nonteaching faculty who are qualified for available extended time assignments. In order to preserve the right for preference over less senior faculty and part-time faculty, requests for extended time must be submitted to the supervising Dean by the deadline which he/she establishes.

Section H. Payroll Procedures

1. Faculty shall be paid twice monthly on the 15th day and the last day of the month. Paychecks shall be available at the Controller's Office on these days between 8:00 a.m. and 4:00 p.m. and thereafter for ten (10) days at the Cashier's Office. If a regular payday falls on a Saturday, Sunday, or holiday, the checks will be available on the last business day preceding the weekend or holiday. If a regular payday falls during a period of time when the College is in a scheduled recess, paychecks which are not picked up on the payday will be mailed to faculty members' homes. After January 1, 1983, employees may elect to have their checks deposited to their checking or savings account, provided that the employee's bank is an ACH member. The College shall only be required to approve the ten (10) banks most frequently selected by LFA members.

2. Faculty on an academic year contract shall have the option of receiving their July and August paychecks on June 30. Unless a faculty member notifies the payroll office of his or her desire to invoke this option, faculty will be paid on a twenty-four (24) pay period year, September 1 through August 31.

3. Aside from the mandatory payroll deductions required by law, additional payroll deductions for various predesignated programs will be made if expressly authorized in writing by the faculty member. The necessary forms to accomplish or change payroll deductions shall be available in the payroll department.

Section I. Summer Pay

Each unit of instruction taught during the summer term shall be reimbursed at one-sixtieth (1/60) of the annual contract salary for the academic year preceding the summer of instruction.

Section J. Overload Rate

The overload rate for teaching faculty shall be two hundred dollars ($200.00) per unit, but shall be no less than the rate established by formal action of the Board for all part-time teaching faculty. The overload rate for nonteaching faculty shall be eleven dollars and thirty-six cents ($11.36) per hour, but shall be no less than the rate established by formal action of the Board for all part-time, nonteaching faculty.

Section K. Intersession Pay

Each unit of intersession taught during an intersession shall be reimbursed at two (2) times the overload rate for teaching faculty.

Section L. Severance Pay

Upon retirement, a faculty member will be paid a maximum of twenty-five percent (25%) of the unused sick leave days he/she has accumulated, up to a maximum of thirty (30) days.

Section M. Extra Compensation

Extra compensation will be provided for all duties in addition to the normal teaching load as defined in Article III.

1. In the event that the College designates that department chairpersons be selected from among the faculty members or in the event that faculty members are assigned departmental administrative duties by the College, such faculty member shall receive three (3) course units/quarter credit for his/her additional duties and responsibilities which may be used toward overload compensation or reduction of teaching load at the faculty member's option.

2. The College and LFA will establish a committee of equal representation for each party to review and/or develop job descriptions for Department Chairpersons, Program Coordinators, and Program Directors. As part of the review and development, the committee will recommend whether such positions are needed and, if so, the appropriate amount of release time and extended time for each position, as appropriate. The recommendations of the committee will be submitted to the Academic Dean and LFA for their review for final determination of the minimum release time and extended time for each position. Any increase or decrease of release time or extended time from established practice shall be subject to ratification by both parties. All final recommendations shall be reduced to writing and incorporated in the Contract. None of these extra compensation assignments may equal or exceed fifty percent (50%) of regular load.

3. The Association President shall receive three (3) units/quarter credit for his/her additional duties and responsibilities which may be used toward overload compensation or reduction of teaching load at the faculty member's option.

4. Other

   When the College determines that it would be desirable for a faculty member to perform a special project for the College, the College, prior to offering the special project to a faculty member, shall determine the qualifications required for the project and the amount of release time credit which shall be derived from the performance of the special project. Special projects will be offered to the most senior, qualified faculty member who agrees to assume the project.

Faculty members who agree to assume special projects and administrative duties shall receive release time which may be used toward overload compensation or reduction of teaching load at the faculty member's option. Acceptance or rejection of an offer of an administrative duty or special project shall be solely up to the individual faculty member. In no case may the "administrative duty" equal or exceed fifty percent (50%) of fifteen (15) units for any quarter nor fifty percent (50%) of the forty-five (45) unit academic year load. If the "duty" equals or exceeds fifty percent (50%), it becomes "administrative service" under Article VII, Section E., 1. An "administrative duty" may continue for an unlimited period of time. A special project shall be of fixed time or scope.

Special projects may not result in additional compensation except as provided above unless they are tied to summer or break work which shall be compensated based on the extended time rate. A written sign off form shall be used to verify offers and rejection. Those projects that are the result of the self-initiative of the faculty member shall be offered first to the person who initiated the project.

Summer and break committee work, summer and break administrative duties, and summer curriculum revisions shall be paid based on the extended time rate.

5. Established Supplemental Activities

All previously established activities for which extra compensation has been paid and not considered overload activity prior to January 11, 1979 (e.g., coaching), shall continue to be compensated in the same manner as they have been in the past.

Such activities will not be calculated as overload as it relates to Article III, B (3,4). Faculty members who assume these supplemental duties may, at their option and with the concurrence of their immediate supervisor, elect to have a reduced teaching or counseling load in lieu of extra compensation.

Section N. Early Retirement

1. Early Retirement Incentive Program

An Early Retirement Incentive Program shall be provided for full-time faculty who are STRS members currently employed by Lakeland. This program shall be as follows:

a. To be eligible to participate, employees must be at least fifty (50) years of age and must be eligible to retire upon purchase of service credit as provided herein.

b. Eligible employees may take advantage of this program by retiring only on July 1 of 1986, 1987, or 1988. Such employees must declare their intent to do so during the period January 1 through March 1 of the year in which they will retire, provided, however, that the declaration deadline for employees retiring in 1986 shall be May 1, 1986.

c. The college will purchase retirement incentive credit for the lesser of five (5) years or one-fifth (1/5) of the eligible faculty member's total STRS service. The cost of this credit is determined by STRS and will be borne entirely by the college.

d. No more than seven percent (7%) of the college's STRS members as of January 1 of any year may participate in this program. If more than seven percent (7%) apply for early retirement, participation will be determined by years of service at the college.

e. Participating employees must retire within ninety (90) days of notification by STRS that retirement incentive credit has been purchased. (Notification is coordinated by STRS to conform with the elected retirement date.)

f. Participating employees may waive that portion of purchasable credit that may not maximize their personal financial plans.

g. This program does not limit the amount or type of STRS service credit for past employment which employees may purchase on their own, provided that such credit is purchased in accordance with STRS regulations.

h. Reemployment rights of retirees will be consistent with STRS rules and the LFA contract.

2. Post Retirement Employment

A tenured member of the bargaining unit who elects to retire from Lakeland Community College, who is eligible for retirement under STRS, and who does not participate in the Early Retirement Incentive Plan (ERIP) contained in Subsection 1 of this Section, may request that he/she be provided employment with the College under the following Early Retirement Program:

a. The request for the Early Retirement Program must be submitted to the College President no later than March 1 of the last school year preceding the planned retirement.

b. Said request must be approved by the Board of Trustees on recommendation of the President. Denial of requests shall not be arbitrary or capricious.

c. Approval of the retirement request will entitle the faculty member to participate in the Early Retirement Program for three (3) years. Unless otherwise agreed between the faculty member and the College, these three (3) years shall be the three (3) consecutive years immediately following retirement. Additional years may be requested at the conclusion of the three (3) years.

d. After all full-time faculty members have obtained their load, the retiree participating in the Program may obtain load up to twenty-four (24) units of equivalent service during the course of the academic year. The retiree shall have priority for assignments over current faculty members seeking overload and over part-time faculty members. The work may be spread out throughout the year, subject to approval by appropriate administration officials. If two (2) or more retirees participate, the retiree with the greatest seniority at the time of retirement will have the first choice of available assignments for which both are qualified. The rate of pay shall be seventy-five percent (75%) of the retiree's rate of pay at the time of retirement but no less than the part-time rate. Fringe benefits may be continued upon retirement at the retiree's expense at the group rate.

e. All rights conferred upon retirees under this Program are subject to availability of work which the retiree is qualified to perform.

ARTICLE V

FRINGE BENEFITS

Section A. Fringe Benefits

All faculty shall receive the following fully-paid benefits for the term of this Agreement. In the event of a change in carrier or program, the individual benefits shall be no less than the highest level previously provided. The LFA shall be consulted about any proposed change in order to insure that benefits are not diminished.

Section B. Medical Insurance

This coverage includes hospitalization, medical-surgical, one-dollar ($1.00) deductible prescription drug, and major medical insurance for faculty members and their dependents. Current booklets detailing benefits and claim forms are available from the College. No faculty contribution is required.

Faculty may choose as an option to the above to participate in a certified Health Maintenance Organization Program. They shall have their premiums for single or family coverage paid by the College up to the monthly maximum of the family coverage premium paid by the college for the college-contracted medical insurance plan.

Section C. Life Insurance

The life insurance coverage is two times annual salary rounded up to the next highest of $1,000; additional equal amount for accidental death and dismemberment. At age 65, benefit reduces to fifty percent (50%) of previous coverage. Certificates of insurance shall be issued to faculty members, and no faculty contribution is required. Life insurance for dependents is available under this program at faculty member's cost.

Section D. Dental Insurance

This coverage includes dental insurance for faculty members and their dependents. An orthodontia limit of $1,500 is applicable at sixty percent (60%) coverage. Current booklets detailing benefits and claim forms are available from the College. No faculty contribution is required.

Section E. Vision Insurance

This coverage includes vision insurance for faculty members. Usual, customary, and reasonable expenses for exams, lenses, frames, and required contact lenses are covered. Current booklets detailing benefits and claim forms are available from the College. No faculty contribution is required.

Section F. Long-Term Disability Insurance

All full-time faculty members, except those age 65 or over, are eligible for this insurance coverage. This insurance protects employees who have not been enrolled in STRS for five (5) years, at which time STRS disability insurance becomes effective, but can be supplemented by the College policy. Current booklets detailing benefits and claim forms are available from the College. No employee contribution is required.

Section G. Fee Waiver

A faculty member or a member of his/her immediate family defined as a dependent by Internal Revenue Service, may enroll in regular credit-granting classes, or lifelong learning courses on a space available, first-come, first-serve basis at the College and have instructional fees waived. Waivers do not include out-of-county surcharges, nor any other fees except instructional fee.

The faculty member or dependent should obtain a Waiver of Instructional Fees from the Personnel Office, complete it, and submit it with his or her bill to the Cashier during registration. The instructional fee amount is charged to the budget unit of the employee and is considered an employee benefit payment.

Faculty retirees and members of their immediate families as defined above may also participate in this program for three (3) years following the effective date of retirement provided the retiree or family member enrolls for the fall quarter (to be eligible for the winter and spring quarters as well) and/or the summer quarter (for the summer quarter also).

ARTICLE VI

FACULTY CONTRACTS

Section A. Faculty Contracts

Faculty members shall be employed by the College under either probationary contracts or continuing contracts with tenure. Individual faculty contracts shall be issued by no later than September of each year or as soon as practicable following the conclusion of bargaining a successor Agreement. All individual employment contracts shall be made consistent with this Agreement which shall be deemed incorporated by reference in such individual contracts.

Section B. Probationary Contracts

1. All new faculty members shall be awarded a probationary contract upon their employment by the College.

2. Within the first three (3) months of the academic year of the first year of a new faculty member's employment, the College shall advise the faculty member of the substantive and procedural standards generally employed in decisions affecting probationary contract renewal and the award of continuing contracts with tenure. Any special standards adopted by a faculty member's department or division shall also be brought to the faculty member's attention.

3. If during the course of any probationary contract year an administrator who can affect renewal or nonrenewal becomes aware of any deficiencies, he/she shall notify the faculty member of such deficiencies and work with the faculty member in an effort to overcome such deficiencies.

4. In the event that a decision is made not to renew the appointment of a faculty member employed on a probationary contract, the faculty member shall be notified in writing that such a determination has been made. If this determination is made during the faculty member's first probationary contract year, this notification shall be provided on or before March 15 of the contract year. If this determination is made in any subsequent probationary contract year, the notification shall be provided on or before December 15 of said contract year. If a faculty member who receives such a notice requests, the reasons which underlie the determination of nonrenewal shall be provided to the faculty member in writing.

5. The faculty member who is not provided with written notification of nonrenewal by March 15 of the first probationary contract year or by December 15 of any subsequent probationary contract year shall be deemed to be reemployed for one additional probationary contract year.

6. If any faculty member who receives a notice of nonrenewal believes that the reasons for nonrenewal are not valid, such faculty member shall have the right to have the determination of nonrenewal reviewed by the Board of Trustees. To initiate such a review, the faculty member shall submit a request for review in writing to the President of the College for transmittal to the Board of Trustees. The Board of Trustees shall meet within thirty (30) days from receipt of the request for the purpose of conducting

such a review. Prior to the completion of the Board's review, the Board, if it deems desirable, may invite the affected faculty member to meet with the Board and the affected faculty member, if he or she deems desirable, may meet with the Board to present his or her views concerning the matter. The affected faculty member may be accompanied by a third person of his or her choice. The decision of the Board of Trustees shall be final and binding on all parties.

Section C. Continuing Contracts With Tenure

1. After a faculty member has served for four (4) academic years at the College, he shall be eligible to apply for a continuing contract with tenure. The probationary service period may be reduced by one contract year if the faculty member has earned tenure at another institution of higher education which offers the Associate of Arts or Baccalaureate degree. No credit towards eligibility for a continuing contract with tenure will be given for part-time service or partial year teaching or professional assignment at the College. By December 15 of the academic year the College shall notify all faculty members who are eligible to apply for a continuing contract with tenure of their eligibility to make such application.

2. In the event that a faculty member who is eligible desires to apply for a continuing contract with tenure, such faculty member shall make application for a recommendation concerning the award of a continuing contract with tenure to the President of the College no later than April 1. Otherwise, such faculty member may remain on an annual probationary contract.

3. Continuing contracts with tenure shall normally be granted by the Board of Trustees upon recommendation by the President, who, in turn, will be advised by the appropriate dean or division director. In addition to requirements of formal education, the criteria governing the award of continuing contracts with tenure shall include teaching ability, creative achievement, and professional service. The award of a continuing contract with tenure shall be on the basis of merit and shall not be denied on the basis of race, color, religion, sex, age, ethnic origin, or Association activities.

4. The award of a continuing contract with tenure shall be continuous until the retirement of the faculty member at the end of the school year at which he attains age seventy (70) or his voluntary retirement at an earlier age or his voluntary termination of contract and may not be terminated by the College except for adequate cause or in accord with the Reduction in Staff Article.

5. If a faculty member's request for the award of a continuing contract with tenure is denied, the College shall provide written reasons for the denial to the faculty member with specified areas of improvement necessary to obtain tenure. Should a faculty member wish to appeal this denial, such faculty member shall, within thirty (30) days of receipt of the notice of denial, submit a written request for the review to the President of the College and the Chairman of the Board of Trustees. The Board of Trustees shall meet within thirty (30) days from the receipt of the request for review for the purpose of conducting such a review. Prior to the completion of the Board's review, the Board, if it deems desirable, may invite

the affected faculty member to meet with the Board and the affected faculty member, if he/she deems desirable, may meet with the Board to present his or her views concerning the matter. The affected faculty member may be accompanied by a third person of his/her choice. The decision of the Board of Trustees shall be final and binding on all parties.

Section D. Termination of Continuing Contract for Cause

1. With the exception of circumstances involving a reduction in faculty in accord with the Reduction in Staff Article, faculty members who have been awarded continuing contracts with tenure may be terminated only for cause. Examples of cause include negligence, incompetence, or moral turpitude.

2. In the event that charges for terminating the contract of a faculty member who has been awarded a continuing contract with tenure are made, such charges shall be submitted to the President of the College who shall forward a copy to the faculty member in question. Once such charges have been filed, the College President, or his designee, shall take such steps as he/she deems necessary to investigate the charges. The charges shall also be discussed with the faculty member, who shall have the right to have a witness of his/her choice in attendance at the interview. After the charges have been thoroughly investigated, the College, over the President's signature, shall issue a finding with respect to the termination or continuation of the faculty member's contract. If the faculty member decides to appeal this finding, he or she shall submit such an appeal in writing to the President of the College for transmittal to the Board of Trustees. If, at the same time, the faculty member wishes to submit his/her appeal to review by a committee of peers, he/she shall likewise notify the President of the College of such action in writing. If such committee of peers determines to review the appeal, it shall submit a written report to the President of the College within two weeks (14 days) after the date of the appeal and notice referred to in the preceding paragraph. The President shall submit such reviews and recommendations along with his own to the Board of Trustees for its consideration. Thereafter the matter shall be processed under the procedures of Step 4 and any subsequent steps of the Grievance Procedure.

ARTICLE VII

REDUCTION IN STAFF

Section A.

Reduction in staff is defined as the release of members of the bargaining unit resulting from the reduction in the number of bargaining unit members within a designated academic unit, including a department or program within an academic unit or department, under the procedures and conditions as hereinafter set forth. A member of the bargaining unit released as a result of a reduction in staff shall retain certain rights under this Agreement, as hereinafter defined, which rights shall distinguish such released person from members of the bargaining unit who are terminated for any other reason.

Section B.

A reduction in staff may be necessary when a judgment, made by the College, based upon the evidence, indicates one of the following:

1. The College finds it desirable to change or adopt new academic missions, or
2. The College's ability to fulfill its academic goals has been or will be seriously affected because of a pattern of declining income, or
3. A general pattern of declining enrollment in the College or in a particular unit or program has been observed which has or will affect the College's ability to fulfill its academic goals and responsibilities.

No reduction in force of a faculty member may be caused by the offering of intersession courses, or the offering of courses offered on campus by another institution.

No course that is interchangeable with a course contained in the current Lakeland catalog or approved since its last printing may be offered on campus by another institution.*

* A memorandum that states the college will make a good faith effort to ensure that any overload classes offered by another institution on campus will be first offered to Lakeland faculty will be signed by the College and the LFA.

Section C.

The College recognizes that the information, include relevant evidence, which may necessitate a reduction in force shall be made available to the affected departments and faculty for their input prior to final decision. Once the determination that a reduction in staff may be necessary has been made by the College, a written notification of this determination, which shall include a written description and rationale for the proposed reductions, shall be forwarded by the College administration to the division director or immediate supervisor of the affected units or programs and to the Association. Upon receipt of such notification, the division director or immediate supervisor of the affected unit program shall seek and obtain recommendation from the affected unit or program's faculty on how best to carry out the proposed reduction in staff. The faculty recommendations, including any alternative proposals, shall be submitted by the division director or immediate supervisor of the affected units or programs to the Dean of Instruction. These recommendations shall be considered by the College administration in making a final determination as to the necessity of and/or any specific actions required to accomplish a reduction in staff.

Section D.

When the College determines that a reduction in staff is necessary, the guidelines which shall be applied are as follows:

1. Full-time faculty already employed by the College, except in special and unusual circumstances, have a priority of employment within the College over part-time faculty.

2. Faculty members who qualify for early retirement might wish to consider such retirement at this time. However, no faculty member will have early retirement forced upon him/her because of a reduction in staff.

3. Any position that is vacant, or that becomes vacant for whatever reason, is considered closed and may not be filled unless it is justified and approved as new.

4. A faculty member who has been laid off under this Article shall be placed on a recall list for three (3) years. He/she will be notified by mail of personnel vacancies as they occur, and he/she will receive preference to positions for which he/she is qualified over non-campus applicants. Faculty members will be recalled according to the principle "last laid-off, first recalled", providing a faculty member is qualified to perform the duties of the vacant position.

5. The College will make every effort to relocate faculty in other academic, administrative, or staff posts needing personnel when the faculty member's qualifications permit. If such a shift is to an administrative or staff position, the salary and other considerations of employment shall not exceed that which is shown for the administrative or staff positions in the budget. If the appointment is academic, the salary shall be the same as was held by the faculty member being transferred.

6. Transfers between divisions must be acceptable to the receiving division and to the faculty member. The receiving division may object to a transfer only on academically justifiable grounds. A home division is obligated to take back a transferred faculty member before hiring a new faculty member or part-time faculty member in the area of his/her competency. However, the return to the home division must be acceptable to the transferred faculty member.

7. When the supervisor of an academic unit or program is notified that a reduction in the number of full-time faculty members in the unit or program is necessary, and the possibilities of reduction through normal attrition, leaves, and transfers have been exhausted, the person or persons to be discontinued shall be determined in inverse order of seniority in the College, providing the remaining faculty members have the necessary qualifications to teach the remaining courses or perform the remaining duties.

8. Any full-time faculty member who is to be discontinued for reasons of a reduction in staff shall be advised of such decision as soon as possible but no later than March 15 of the current contract year for layoff commencing with the next academic year, and further advised that the reasons for his/her discontinuation is not due to dissatisfaction with his/her services. Every effort shall be made to assist such displaced faculty members to relocate. Nothing in these guidelines, however, shall prevent discontinuation of any nontenured faculty members for other reasons.

Section E. Seniority Defined

1. "Seniority" for use in this contract is defined as length of continuous service as a member of the bargaining unit with the College. Approved leaves of absence, persons reduced in force, and administrative service with the College will not be considered a break in continuous service provided each is for no longer than a two (2) year duration. Seniority will not be accumulated during that two (2) year period.

2. Continuous service shall be calculated as follows:

   a. Number of years (three quarters of full-time employment during the academic year) of employment in the bargaining unit that have not been interrupted by resignation; unapproved leave of absence for other employment; or nonbargaining unit employment except as protected in paragraph (1) above. No year during which the individual is on leave without pay for two (2) quarters or more may count as a year of service nor may fractional years be added to make a full year. Summer school may not be used in the calculation of seniority in this subsection.

   b. When the number of years in subsection a. above are the same, partial years [one (1) or two (2) quarters] of full-time bargaining unit employment or previous full-time bargaining unit employment years that were interrupted may be added but may not provide greater seniority than an employee with more full years of continuous service. Summer school may be used in this subsection to count as a partial year if it was not during a full-time year.

   c. When the number of years in subsection a. are the same, and the number of partial years in subsection b. are the same, part-time employment may be added. For teaching faculty, such employment will be measured in number of hours of courses of part-time employment. Hours of courses may not be used for seniority contractual rights in the opposite area, i.e., courses taught for counseling and hours for teaching.

3. When seniority in the College is equal, seniority in the division will be used and then seniority in the department, and then seniority in the subject.

4. If seniority is still equal under 1, 2, and 3 above, then seniority will be determined by lottery each time the need arises with an LFA officer present.

5. The Association shall be provided with a seniority list of all unit members on or before February 16th of each year and will be notified of any changes in writing when they occur.

Section F.

Appeal of the designation of the specific faculty members to be laid off under a reduction in staff may be made through the grievance procedure.

ARTICLE VIII

PERSONNEL FILES

Section A.

1. The College shall maintain an official personnel file for each faculty member. No copy of any record information will be maintained outside the official personnel files unless it is an authorized duplicate in the office of the faculty member's supervisor. Any additional information maintained by a supervisor shall be only those materials which represent an evaluation in progress or communication between the employee and the supervisor.

2. The contents of a faculty member's personnel file shall include only the following things:

   a. Application forms and and associated materials.

   b. Copies of all contracts, personnel actions, and assignment records.

   c. Retirement system forms.

   d. Transcripts of college credit work and other records of professional growth experiences.

   e. Evaluation reports which may have incident reports attached when applicable in the evaluation. Such reports shall be discussed with and by the faculty member to verify knowledge prior to entrance into the file. This section shall not require purging incident reports included prior to the effective date of this contract if inclusion of these materials was permissible under the 1981-82 contract.

   f. Leave and benefit records.

   g. Necessary demographic data such as current name, address, telephone number, and dependents.

   h. Statements submitted and signed by the faculty member.

   i. Other documents included with the signed permission of the faculty member.

   All new entries shall be dated at the time of their filing. The faculty member shall be notified by the Personnel Office when anything is added to the file. Nothing may be deleted without permission of the faculty member.

3. Except for those items deemed confidential by law, a faculty member may examine his/her personnel file at any time during normal business hours and is entitled to a copy of any item. Only supervisors in a direct line relationship, or an appropriate member of the Personnel Office staff, may examine a file without the faculty member's signed authorization. Relevant personnel information may be used in the processing of grievances and shall be made available to both parties.

4. If a faculty member disputes the accuracy of information in his/her personnel file, then the faculty member may request an investigation, which shall be conducted by the College within a reasonable time after receipt of the request. The College shall determine what action to take with respect to the disputed information and shall so inform the faculty member. If the faculty member disagrees with the College's determination, he/she may include a short statement explaining his/her position in the file. Any anonymous statements found in a personnel file shall be removed from said file.

ARTICLE IX

ABSENCES AND LEAVES

Section A. Sick Leave

1. Faculty members may earn at the rate of one and one-quarter (1-1/4) days per month up to fifteen (15) days paid sick leave per year which may be accumulated without limit to be used for absence due to personal illness, pregnancy, injury, exposure to contagious disease which may be communicated to other employees, and for absence due to illness, injury, or death in the faculty member's immediate family. "Immediate family" shall be defined to include spouse, children, mother, father, mother-in-law, father-in-law, son-in-law, and daughter-in-law.

2. When a faculty member takes sick leave in excess of his or her fifteen (15) days for the current year and his or her accumulation from any previous years, the faculty member shall be notified by the College. If the faculty member is on a continuing contract with tenure or on a probationary contract which has been renewed for the following year, the faculty member will be advanced the sick leave allowance for the following year (subject to recovery if the faculty member fails to return to work or fails to restore the leave advanced). If the faculty member is on a probationary contract, or a faculty member on a continuing contract has exhausted all of the sick leave advanced, the faculty member shall be placed on an unpaid leave of absence until his/her return.

3. If a faculty member takes more than three (3) sick days in any pay period and consults a physician, the College may require the faculty member to furnish the name of the physician and dates consulted.

Section B. Assault Leave

If an assault is made upon a faculty member in the course of or arising out of his/her employment by a student, a parent, or trespasser, or while such faculty member is mediating a dispute in the course of or arising out of his/her employment and the faculty member is thereby disabled, the faculty member will receive special paid leave without it being charged to normal sick leave, earned or earnable.

In order to receive this special leave, the employee must furnish the following:

1. A written signed statement stating the nature of the assault and the claimed disability.

2. A statement from a licensed physician stating the nature and the projected length of time of such disability.

Such a special leave shall not continue beyond the employee's contract period of service or the time when the employee is determined to be eligible for a disability pension, whichever first occurs. The College may require physical examinations by physicians selected by the College at its expense at six (6) month intervals with respect to any such disability. If there is any dispute between physicians selected by the College and the employee's physician with respect to the continuation of the disability the matter shall be resolved by an impartial physical examination at the Cleveland Clinic, or to any alternative clinic mutually agreed to by the parties. If the employee's position is upheld, the Board shall pay the cost of the examination; if not, it shall be shared.

The granting of this special leave shall be in no way an admission by the College of liability with respect to the cause of the disability or the occurrence during which the injury occurred. This is not intended to affect the right of the employee to workers' compensation benefits under the law of Ohio or for any other benefit that the employee would be entitled to apart from this special leave.

Section C. Short-term Professional Leave

Faculty members may apply to their division director or dean for short-term professional leave for the purpose of attending meetings, workshops, conferences, short courses, and other appropriate activity related to a faculty member's work. Short-term professional leave may also be used for the purpose of attending union conferences or meetings provided that the attendance of such conferences or meetings shall be at no expense to the College.

Section D. Personal Leave

1. Faculty members, upon request, shall be granted up to five (5) days of paid personal leave per year where compelling personal reasons make it necessary for a faculty member to be absent from work. Unused personal leave shall not be carried forward to subsequent years.

2. Reasons for personal leave include religious holidays, legal and business matters, and family needs other than illness but may be used for collective work stoppage.

Section E. Jury Duty

Faculty members shall be granted jury duty leave, with pay, provided that any payment for jury duty service the faculty member receives shall be turned over to the College. Faculty members are expected to report for work all or any part of any day they are not actually engaged in jury duty.

Section F. Long-Term Professional Leave

1. Faculty members may apply to the Board of Trustees for long-term professional leaves which could mutually benefit the College and person granted such leave. Such leaves will not be granted automatically. Requests for a long-term professional leave shall be presented to the President in considerable detail outlining the activity proposed by February 1 for leaves to commence the following academic year.

2. The College may grant long-term professional leave, not to exceed one academic year as a part of the College's faculty improvement program, to

any full-time faculty member with at least seven (7) academic years of teaching service at the College.

3. As used in this policy, the following terms are defined as follows:

   a. An "academic year of teaching service" is defined as three (3) quarters, thirty-six (36) weeks, normally scheduled between September 1 and June 30.

   b. "Full-time faculty member" is defined as a faculty member teaching regular credit classes that have a total value of at least forty-five (45) units of instruction in an academic year or working at providing professional service forty (40) hours a week for at least thirty-six (36) continuous weeks.

   c. A unit of instruction is defined in Article III.

   d. Seven (7) academic years shall be demonstrated by a numerical count of seven (7) contracts of employment or letter of notification of assignment for a total of seven (7) individual academic years.

   e. Issuance and acceptance of the seventh contract shall be evidence of completion of the contract. A faculty member may, therefore, apply during the term of the seventh academic year for leave to begin at the expiration of that contract (after completion of seven consecutive academic years of unbroken service).

   f. All leaves of absence shall be excluded in determining years of service.

   g. Years of service shall count from the date of full-time employment or from the ending of a previous leave under this provision (e.g. a second leave may be considered only after fourteen (14) years from initial employment, a third after twenty-one (21) years, etc.).

4. A long-term professional leave shall not be used to increase the member's annual income during the period of the leave.

   a. A faculty member on long-term professional leave shall report to the President all stipends, scholarships, salary or other earnings paid to the member during the term of the leave. Members on nine (9) month contracts need not report income generated during the additional three (3) months.

   b. Salary paid by the College will be reduced by the amount earned from other sources during the period of the leave where the total exceeds the faculty member's salary under the approved salary schedule. "Other sources" is defined as an income generated directly by the long-term professional leave. It does not include outside income generated from activities beyond the scope of the long-term professional leave, if such activities continue from the preceding year and had previously been reported to the President.

5. Any product created during a long-term professional leave remains the faculty member's property. However, the application for leave will include a written agreement to repay the College for specific materials or services used in the product or its creation.

6. A recipient of a leave under this policy is required to return to Lakeland Community College for the following academic year and complete a year's full-time service.

7. Within thirty (30) days after returning from a long-term professional leave, a written report explaining the work done during the leave is to be submitted through the appropriate offices to the President.

8. The following guidelines shall be used in considering arrangements for long-term professional leaves:

   a. Salary during the academic year(s) in which a leave occurs shall be calculated as:

      1. If the total length of the leave is three (3) quarters, a fifty percent (50%) reduction in annual salary shall result.

      2. If the total length of the leave is two (2) quarters, a twenty-five percent (25%) reduction in annual salary shall result.

      3. If the total length of the leave is one (1) quarter, no reduction in pay shall result.

   b. No leave shall be granted under this policy for a period exceeding three (3) consecutive academic quarters or for a proportion of one or more quarters.

   c. In cases where the long-term professional leave extends over two (2) academic years, the salary reduction shall be applied in each academic year in proportion to the percent of the leave occurring in each year.

9. A faculty member on long-term professional leave shall be entitled to the same benefits and considerations as any other full-time member on campus, that is, retirement and insurance contributions will continue subject only to the approved salary differential.

Section G. Parental Leave

Female faculty members may elect to use accumulated sick leave during pregnancy. Parental leave will commence at the conclusion of sick leave use. Parental leave shall be without compensation except that the College will pay the portion of the cost for all benefits normally paid by the College for the first month of parental leave. Thereafter, during the term of such leaves, the full cost of these benefits may be paid for by the faculty member on leave. Parental leave shall be available for no longer than the twelve (12) month period commencing from the date the faculty member first leaves active employment as a consequence of the pregnancy. At the conclusion of the leave, the faculty member will return to the former position, or to another position (possibly in a different department) for which he/she is qualified, if one is available.

Section H. Public Service Leave

A faculty member campaigning for or serving in a public office shall do so on his/her own time. Should such candidacy or service interfere with the faculty member's assigned responsibilities, he/she should apply for an unpaid leave of absence or for part-time employment with the College.

Section I. Disability Leave

A faculty member who is disabled and unable to return to work at the expiration of his or her sick leave may request in writing to be placed upon disability leave and may apply for disability benefits under the long-term disability insurance program and the state STRS program.

Section J. Short-Term Leave of Absence Without Salary

1. A faculty member may request up to ten (10) days leave without salary from his immediate supervisor. Such leaves may be granted if the work can be adequately covered by other faculty members. The supervisor shall notify the Accounting Office in writing as early as possible.

2. All benefits will be continued during a short-term of absence without salary.

Section K. Extended-Term Leave of Absence Without Salary

1. Leave of absence without salary for more than ten (10) days may be granted at the discretion of the College.

2. A leave of absence of a specific duration may be requested of the College President in writing. The College President will inform the faculty member of his decision, with copies to the faculty member's immediate supervisor and the Personnel Office.

Section L. General

1. No leaves shall be granted at one time for a period greater than one calendar year.

2. A faculty member granted a leave shall be reinstated to his/her former position or to another position (possibly in a different department) for which he/she is qualified, if one is available. The faculty member must be in satisfactory condition, physically and mentally, to resume his/her duties. An exception may be made to this commitment of reinstatement if there has been a reduction in force to the seniority level of the faculty member. The filling of a position during a leave of absence by a part-time faculty member or a full-time faculty member with less seniority shall not be a basis for the non-availability of a position.

3. Failure to return to work at the end of an approved leave of absence or the acceptance of other full-time gainful employment during a leave of absence shall be considered as a resignation from employment at the College.

4. Dependent tuition remission privileges normally may be continued during a leave of absence.

5. A faculty member may choose to continue certain insurance coverages at his/her expense during parental, public service, and extended-term leaves by contacting the Personnel Office and making arrangements to do so. The options available are:

   Medical/Hospitalization/Life (as a package)
   Vision
   Dental
   Disability

6. Length of service credit will not continue to accumulate during a leave of absence without salary.

7. Sick leave does not accumulate during a leave of absence without salary.

8. During parental, public service, disability, or extended-term leaves both the College's and the faculty member's contributions to STRS shall be discontinued.

9. All leaves specified in foregoing sections A, C, D, and E require that faculty members complete the attached "Request for Leave and Absence Report" (Appendix D) prior to such leave or, in unpredictable circumstances, after the fact.

ARTICLE X

FACULTY RIGHTS

Section A. Parking

All faculty members will be provided with free parking in a faculty/staff parking lot. A ten dollar ($10.00) refundable deposit may be required for a preferred parking lot pass.

Section B. Statement of Academic Freedom and Tenure

The College and the Association are both committed to the principle of academic freedom which guarantees that faculty members shall be protected from arbitrary or discriminatory treatment concerning their employment as a consequence of their exercise of freedom in teaching, freedom in research, and freedom in extra-mural activities, especially those of a professional nature, within the context of responsibility to the College.

Section C. Guarantee of Rights

The Board will not discriminate against any employee in any manner because of employee's race, color, creed, national origin, age, handicap, sex or political belief or association. Further, the private and personal file of an employee should not, except as it impacts on his/her employment with the Board, be within the appropriate concern or attention of the Board. The parties also hereby reiterate their support for the concepts of affirmative action and equal employment opportunity.

Section D. Safety

All faculty shall work under safe and healthful conditions.

Section E. Materials

Faculty shall have access as funds permit to necessary materials and equipment in order to carry out their professional responsibilities.

Section F. Travel

Faculty members shall be reimbursed for expenses related to approved travel not otherwise reimbursed in accord with the Travel Regulations attached hereto. (Appendix E)

ARTICLE XI

MANAGEMENT'S RIGHTS

Except as limited by the specific and express terms of this Agreement, the College hereby retains and reserves unto itself all rights, powers, and responsibilities conferred upon it or vested in it by law including, but not limited to, the right to determine the purpose, mission, objectives, and policies of the College; to plan and control operations and finance; to determine the facilities, methods, means, procedures and personnel required to accomplish these goals of the College; to recruit, select, appoint, promote, reduce, assign, and discipline and dismiss the College's faculty; to direct, supervise, schedule and assign the work of the College's faculty; to establish standards and performance criteria to maintain the discipline and efficiency of the operation of the College; and to take whatever other actions which may be necessary or appropriate to accomplish the goals of the College and to maintain the effectiveness and efficiency of operations.

ARTICLE XII

NO STRIKES OR LOCKOUTS

Section A.

During the term of this Agreement, no member of the bargaining unit shall withhold services, or engage in any strike, slowdown, or refuse to perform assigned duties, or interrupt the normal operation of the College. If there is a violation of this clause, the involved members of the Union will be subject to disciplinary action.

Section B.

The College agrees that there shall be no lockouts during the term of this Agreement.

ARTICLE XIII

SEPARABILITY

In the event that any provision of this Agreement is determined to be invalid or unenforceable by a Court having jurisdiction, such provision shall be considered void, but all other provisions herein shall remain in full force and effect.

ARTICLE XIV

TERM, DURATION, AND RENEWAL

This Agreement shall be in effect from September 1, 1987, through August 31, 1989, except as provided herein, and shall remain in effect for yearly periods thereafter, unless, at any time not earlier than January 1 nor later than April 30 of the then current term of the Agreement, one of the parties gives to the other written notice of the desire to modify the Agreement and to open negotiations. If notice is given, the obligation of the parties to bargain a successor Agreement under the provisions of the Contract does not expire until agreement is reached, even if this goes beyond the expiration date of the Contract.

ARTICLE XV

EFFECT OF AGREEMENT

1. This Agreement, entered into on the date below by and between the Lake County Community College District and the Lakeland Faculty Association as affiliated with the Ohio Education Association and the National Education Association, reflects the understanding between the College and the Association, as developed through collective bargaining concerning the terms and conditions of employment between the parties with respect to the matters set forth herein and shall supersede and override all policies or practices which specifically conflict with the provisions contained herein.

2. Maintenance of Benefits

   Any established benefit not addressed in this Agreement shall be maintained in effect throughout the term of this Agreement. This provision shall not be construed to limit the management rights preserved in Article XI that are unrelated to benefits.

3. Upon execution below, this contract shall be legally binding upon both parties.

4. The parties agree that there shall be no reprisals against the faculty or non-faculty as a result of their activities related to the strike of September 23 and 24, 1985. This includes the students who will be afforded the opportunity to make up missed class/work and full-time and part-time faculty who will not have any reduction of wages for the day.

ACCEPTED:

Representing the Association	Representing the College
____________________	____________________
____________________ Date	____________________ Date

APPENDIX A

ADMINISTRATIVE POSITIONS

President
Dean of Instruction
Dean of Administrative Services
Dean of Student Life
Director of Instructional Administration
Special Assistant to the President
Director of Business Services
Director of Institutional Research
Director of Educational Marketing
Director of Personnel
Director of Data Processing
Director of Business Division
Director of Science & Health Division
Director of Humanities Division
Director of Social Sciences Division
Director of Engineering Division
Director of Counseling Services
Director of Admissions
Director of Financial Aid
Supervisor of Physical Plant
Supervisor of Purchasing
Head Librarian
Personnel Analyst
Controller
Office Services Supervisor
Human Resources Development Division Director

APPENDIX B

GUIDED STUDIES SCALE

CREDIT HOURS

See contract for printout.

APPENDIX C

LAKELAND COMMUNITY COLLEGE

FACULTY SALARY SCHEDULE

1987-88

STEPS	BA (I)		MA (II)		DOCTORATE (III)	
0	1.000	$18,738	1.103	$20,668	1.340	$25,109
1	1.050	19,675	1.158	21,699	1.407	26,364
2	1.103	20,668	1.216	22,785	1.477	27,676
3	1.158	21,699	1.276	23,910	1.551	29,063
4	1.216	22,785	1.340	25,109	1.629	30,524
5	1.276	23,910	1.407	26,364	1.710	32,042
6	1.340	25,109	1.477	27,676	1.796	33,653
7	1.407	26,364	1.551	29,063	1.886	35,340
8	1.477	27,676	1.629	30,524	1.980	37,101
9	1.551	29,063	1.710	32,042	2.079	38,956
10	1.629	30,524	1.796	33,653	2.183	40,905
11	1.727	32,361	1.886	35,340	2.315	43,378
12	1.762	33,016*	2.000	37,476	2.361	44,240*
13			2.040	38,226*		

1988-89

STEPS	BA (I)		MA (II)		DOCTORATE (III)	
0	1.000	$19,581	1.103	$21,598	1.340	$26,239
1	1.050	20,560	1.158	22,675	1.407	27,550
2	1.103	21,598	1.216	23,811	1.477	28,921
3	1.158	22,675	1.276	24,985	1.551	30,370
4	1.216	23,811	1.340	26,239	1.629	31,897
5	1.276	24,985	1.407	27,550	1.710	33,484
6	1.340	26,239	1.477	28,921	1.796	35,167
7	1.407	27,550	1.551	30,370	1.886	36,930
8	1.477	28,921	1.629	31,897	1.980	38,770
9	1.551	30,370	1.710	33,484	2.079	40,709
10	1.629	31,897	1.796	35,167	2.183	42,745
11	1.727	33,816	1.886	36,930	2.315	45,330
12	1.762	34,502*	2.000	39,162	2.361	46,231*
13			2.040	39,945*		

* Two percent (2%) increase for faculty members with three (3) or more years at the top of the faculty salary schedule.

APPENDIX D
LAKELAND COMMUNITY COLLEGE
REQUEST FOR LEAVE & ABSENCE REPORT

Name ____________________ Division ____________________ Date __________

Absence:

__________ days from: ________________ through ________________
(date) (date)

__________ hours from: __________ to __________, on __________
(time) (time) (date)

Nature of Leave:

( ) Sick Leave
( ) Jury Duty
( ) Vacation Leave
( ) Personal Leave

( ) Professional Leave* (destination, purpose): ____________________

____

____

( ) Other (explain): ______________________________

____

( ) Deduct from salary

Classes missed: ______________________________

____

Provision for classes: ______________________________

____

Signature ______________________________
(Instructor)

Approved: ______________________________
(Division Director) (date)

Approved: ______________________________
(Dean) (date)

* Where lodging expenses are incurred, please also complete the "Travel Approval and Expense Report" form.

APPENDIX E

TRAVEL REGULATIONS

The President of the College or his representative(s), named in a designation filed with the Controller, must approve, in advance, all requests for reimbursable travel involving overnight lodging or for travel to a destination more than thirty (30) miles from the campus of Lakeland Community College.

All travel will be considered as originating from the campus of Lakeland Community College or the employee's home if departure is from his/her home, whichever is nearer the destination.

A Travel Approval and Expense Report will be completed (the top portion and the estimated cost column) and approved in advance of the travel. All requests for travel should be approved by the requestor's immediate supervisor and by the supervising dean, if so required by the dean, and filed with the Controller's Office at least ten (10) days in advance of the trip. The expense report portion must be filed with the Controller's Office within five (5) working days after the day travel was completed. A Reimbursable Expense Report may be used when travel does not involve overnight lodging.

Allowable Transportation expenses: Commercial travel (air, rail, bus) must be at the lowest available fare or rate. The individual is personally responsible for any charges assessed for unused travel reservations that are not released within the time limits specified by the carriers. Expenses claimed for transportation must be supported by ticket stub, receipt, or similar evidence of expense.

College-owned vehicles may be used for official travel. Availability of such vehicles can be determined by calling the Athletic Office (Ext. 7045). The Purchasing Department can also rent a vehicle for official travel upon request. Individuals may be reimbursed for the use of a personal vehicle at the rate per mile allowed for deduction by the Internal Revenue Service at the time the travel occurs. Mileage reimbursement for use of a personal vehicle may not exceed the aggregate of the lowest available round trip air fares for all individuals on reimbursable travel status in the same vehicle. The names of all such individuals traveling together on the same trip and in the same personal vehicle must be listed on the Expense Report. Mileage reimbursement for use of a personal vehicle is not made unless motor vehicle liability insurance is carried on the vehicle; evidence of that insurance must be filed with the Travel Approval and Expense Report.

Reimbursement may be claimed for parking charges, bridge, highway, and tunnel tolls, and other similar costs; receipts must be submitted for those expenses exceeding one dollar ($1.00). Reimbursement for taxi, boat, or ferry expenses may be claimed but no receipts are required. Any other out-of-pocket expenses of a college-owned vehicle incurred while traveling in a college-owned vehicle and relating to the use of that vehicle may be reimbursed, subject to approval of the Director of Student Activities. Emergency expenses, such as road service and towing of college-owned vehicles, will be reimbursed upon submittal of receipts; however, a college credit card should be used for the purpose, if possible. Major repairs of a college vehicle should not be authorized without approval of the Director of Student Activities; in such situations, employees should call the College Law Enforcement Office (Ext. 7243) collect, and that office will coordinate the corrective measures to be taken. Each item of expense must be listed on the Travel Approval and Expense Report.

Reimbursement will be made for the actual and reasonable cost of meals and lodging incurred in the course of approved travel. No meal or lodging expense shall be reimbursed unless a receipt for such is submitted for the expense report. There will be no reimbursement for alcoholic beverages.

Miscellaneous expenses must be itemized separately on the Travel Approval and Expense Report or Reimbursable Expense Report. Receipts shall be submitted for all miscellaneous expenses exceeding one dollar ($1.00), except as otherwise provided in these rules.

No reimbursement for lodging expenses may be claimed for travel (a) within Lake County; (b) within the county of residence; or (c) within thirty (30) miles of the residence. No reimbursement may be claimed for meals, lodging, or miscellaneous expenses incurred during a vacation leave, or any kind of leave of absence, except as approved in accordance with these rules.

Other Expenses

Confirming the prior intent of the Board, the Board has determined it to be, and to further, a public purpose for Board members, President, and Deans of the District and College to authorize as a College expense or to be reimbursed for the actual and reasonable cost of their meals and of coffee, meals, refreshments, or other amenities for officers and employees of the District and College and for other persons, when:

1. In the case of Board members, they are incurred as necessary expenses when engaged in the business of the Board.
2. In the case of officers and employees, they are incurred while in the conduct of official college or district business.

In all cases, such expenditures must be (1) necessary to perform a function or exercise a power of the district or college, and (2) consistent with restrictions established elsewhere in these rules. Reimbursement, and the stated reasons for the expenditure consistent with this paragraph, shall be approved by:

1. In the case of Board members, the Chair of the Board.
2. In the case of officers and employees, the President.

The following expenses may be reimbursed:

1. Expenses incurred for stenographic fees, storage or carrying of baggage, telephone calls on official college business, and rental of equipment or temporary meeting or office facilities necessary for the conduct of official college or district business.
2. Expenses incurred for laundry, dry cleaning, and pressing while the individual is on continuous approved travel status in excess of five (5) days without returning home during that time.

3. Expenses incurred for special purchases essential for the fulfillment of the travel or work assignment upon approval of the President or his designated representative.

Approved Conferences and Meetings

Expenses incurred for registration and related expenses for approved conferences or meetings attended shall be reimbursed. Those expenses must be itemized and accompanied by receipts in accordance with other provisions of these rules. Reimbursement may be made for the actual and reasonable cost of a meal not covered under the travel rules when the meal (1) is an integral part of the conference or meeting, or (2) attendance at the meal is necessary to the best interest of the college or district.

Expenses incurred for registration fees for conferences and meetings shall be prepaid or reimbursable without regard to the proximity of the conferences or meetings to the residence or the College.

Registration fees can be either prepared by the College or paid by the individual and reimbursed to the individual upon return. If the individual wishes the college to prepay the registration fee, a purchse order requisition form must be sent to the Controller's Office. Claims for reimbursement of registration fees must be accompanied by a receipt. The Purchasing Department can, upon request, place related reservations for lodging, air fare, car rental, etc.

AGREEMENT

between the

BOARD OF TRUSTEES OF NORTHWEST TECHNICAL COLLEGE

and the

NORTHWEST TECHNICAL COLLEGE EDUCATION ASSOCIATION

December 5, 1985 through August 31, 1988

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ARTICLE I
RECOGNITION

A. The College recognizes the Association as the sole and exclusive bargaining representative of full-time teaching faculty of the College, and the nonteaching professional positions of Admissions Coordinator; Coordinator of Placement and Student Activities; Registrar and Financial Aid Officer; and Librarian-Media Specialist.

The bargaining unit excludes confidential employees, management level employees, supervisors, students, interns, seasonal employees, casual employees, part-time faculty members, heads of departments or divisions, as defined or referred to in Sections 4117.01 (C), (F), (J), (K), Ohio Revised Code, and all other employees.

B. The College and the Association agree that membership in the Association shall not be compulsory. The Association agrees that neither it nor any of its officers or members will intimidate or coerce any faculty member with respect to becoming or remaining a member of the Association. The College agrees that it will not intimidate or coerce any faculty member with respect to becoming or remaining a member of the Association.

C. References to "faculty" shall also mean the four nonteaching professional positions unless there is a separate provision on the subject for the four nonteaching professional positions.

ARTICLE II
MANAGEMENT RIGHTS

Except as may be limited by law or the express terms of this agreement, the College maintains the responsibility and sole and exclusive authority to manage and direct its operations and activities, adopt policies, regulations, and rules as it may deem necessary, in such manner as the College shall determine. Except as may be limited by law or the express terms of this agreement, the College's right to manage its operations shall include, but not be limited to, its rights to:

1. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the College, standards of services, its budget, utilization of technology, and organizational structure;
2. Direct, supervise, evaluate, and hire faculty members;
3. Maintain and improve the efficiency and effectiveness of College operations;
4. Determine the overall methods, process, means, or personnel by which operations are to be conducted;
5. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain faculty members;

6. Determine the adequacy of the work force;
7. Determine the overall mission of the College;
8. Effectively manage the work force;
9. Take actions to carry out the mission of the College as a governmental unit;
10. All things appropriate and incidental to all grants of authority under the Ohio Revised Code.

ARTICLE III
ASSOCIATION RIGHTS

A. Duly authorized representatives of the Association shall have access to the College premises for the purpose of transacting official Association business consistent with this Agreement, provided that this shall not interfere with or interrupt the normal conduct of College affairs or the performance of any faculty member's responsibilities.

B. The Association shall be permitted reasonable use of College rooms and equipment on the same basis as other faculty groups or faculty members, provided such use does not interfere with the normal hours and operation of the College. The use of College facilities must be scheduled through the Office of the Dean of Instruction. If use of any facility results in additional costs to the College, such as extra custodial time, the Association shall reimburse the College for costs that would not otherwise be incurred. Costs for use of equipment, such as photocopiers, shall also be reimbursed to the College.

C. The Association shall be permitted reasonable use of the College bulletin board in the faculty lounge for official Association business. Faculty mail boxes may be used by the Association on the same basis as other associations, groups, or individuals within the College.

D. The College agrees to deduct Association dues and assessments in ten equal installments from the salaries of all faculty members in the bargaining unit whose lawful, written authorization for such deductions it possesses. Individual authorizations shall continue in effect until such time as the faculty member gives timely written notice to the College to discontinue such deductions, employment with the College terminates, or the individual ceases to be a member of the bargaining unit. Except where the faculty member resigns, retires, leaves the bargaining unit or otherwise leaves the employ of the College, notice to withdraw authorization of payroll deductions for Association dues and assessments shall be considered timely if submitted between September 1 and October 1.

The amount to be deducted annually for dues shall be made known to the College by the President of the Association no later than November 1 of the academic year. The amount to be deducted for assessments, if any, when made known to the College shall be deducted in equal amounts for the remaining pay periods over which regular dues deductions are to be made. The College shall forward to the Association treasurer the payroll deductions in five monthly installments accompanied by a list of the staff members and the amount of the deduction for each such individual. The College shall levy no charge upon the Association for administering the payroll deduction.

The Association agrees to indemnify and hold the College and any of its agents harmless against any and all claims, demands, suits, and other forms of liability that may arise out of, or by reason of, action taken or not taken by the College for the purpose of complying with this provision, or in reliance on any notice or authorization form furnished under any provision of this Agreement provided the College has properly executed and otherwise fulfilled its obligation for said payroll deduction pursuant to the provisions herein.

ARTICLE IV
NEGOTIATIONS PROCEDURE

A. Initiating Negotiations.

1. Either party may initiate negotiations by letter of submission forwarded to the other party not later than 115 days prior to the expiration of this Agreement, outlining their intent to bargain over mandatory subjects of bargaining as defined in Chapter 4117 O.R.C. The parties shall hold their first negotiating session not earlier than 100 and no later than 90 days prior to the expiration of this Agreement, unless otherwise agreed. The date, time and place of the session shall be arranged in advance by the Board's and Association's spokespersons.

2. At the first meeting, the parties shall exchange their complete proposals. Thereafter, neither party may submit new proposals, except in the context of counterproposals, or unless mutually agreed.

3. The initial meeting and all future meetings shall not adjourn until a time, place and date have been established for the next negotiating session.

B. Commitment To Bargain/Scope Of Negotiations.

1. The Board and the Association, by their representatives, shall perform their mutual obligation to negotiate in good faith for the purpose of achieving a signed agreement covering compensation, hours, terms and other conditions of employment, and the continuation, modification, or deletion of any existing provision of the collective bargaining agreement.

2. Both parties agree to conduct negotiations in "Good Faith." "Good Faith" requires that the Association and the Board provide reasons for their proposals and counterproposals and be willing to react to each other's proposals. If a proposal is unacceptable to one of the parties, the party is obligated to give its reasons for rejection and/or offer counterproposals. "Good Faith" does not mean that either negotiations team is given authority to make final commitment for the Board or Association. Upon tentative agreement, however, both teams shall be obligated to recommend the agreement to their respective constituencies.

C. Access To Information.

Upon request by the Association and in compliance with the Ohio Revised Code, Section 149.43, the Board shall supply all public information, financial or otherwise relative to the operation of the College. The Board shall only be required to provide already existing information in its current form. The Association shall reimburse photocopying costs of providing information which is not already routinely prepared.

D. Negotiating Teams.

1. Negotiations shall be conducted between representatives of the Board and Association. These representatives shall be known as the negotiating teams. Each team may consist of no more than five (5) members, but one (1) additional person may be designated by each team as an alternate member of the team. No more than five (5) representatives from each team shall be present at any negotiating session.

2. The Board shall determine its team representatives. The Association shall determine its team representatives.

3. Either team may, upon three days advance notice, bring an expert to a negotiations session to provide input on a matter within the person's expertise.

E. Negotiation Meetings.

1. All negotiations shall be conducted in private sessions exclusively between said representatives unless the parties mutually agree to waive this provision.

2. Reports on the status of negotiations may be made to the Association by its representatives and to the Board by its representatives.

3. Either team may caucus during a negotiations session. A caucus shall be for a reasonable time. If a caucus will be more than thirty (30) minutes, the other party shall be notified.

F. Agreement.

1. As negotiation items receive tentative agreement by the parties, each item shall be reduced to writing and initialed by the spokesperson for each team.

2. If agreement is reached on matters being negotiated, the tentative agreements reached between the negotiating teams shall be reduced to writing and submitted to the Association for its consideration. Within ten (10) days of the receipt of the tentative agreement, the Association shall take action to ratify or reject such tentative agreement. If ratified, such written agreement shall be submitted to the Board for its consideration. The Board shall take action at the next regular or special meeting which shall be not more than fifteen (15) days from the date of receipt of the ratified agreement from the Association.

3. The Board and Association shall share equally the cost of printing up to 65 copies of this Agreement. The Association shall receive forty-five (45) copies and the College shall receive twenty (20) copies.

G. Final Agreement.

Upon ratification by both the Association and the Board, four (4) copies of the total agreement shall be signed by the President of the Board, the President of the College, the Association President, and the Association's negotiations chairperson.

Both parties shall retain a signed copy of the final agreement which shall be binding upon both parties. A copy of the Agreement shall be jointly submitted, pursuant to law, to the State Employment Relations Board (hereinafter referred to as SERB) on or before thirty (30) days after its execution. A copy shall be retained by the SERB recognized bargaining agent of record for the Association.

H. Disagreement.

If within sixty (60) calendar days of the day on which the first proposal packages are exchanged, or a later date mutually agreed upon, tentative agreement on all items is not reached, the parties agree to contact the American Arbitration Association to obtain a list of neutrals. The parties shall then select a neutral according to the Voluntary Rules of the American Arbitration Association. Upon selection of a neutral two full day sessions shall be held during which time the neutral shall attempt to mediate a settlement which is acceptable to both parties and take any additional testimony or facts as he/she deems necessary. If at the conclusion of the two full day sessions an agreement has not been reached, the neutral shall, within a period of five (5) days, issue an advisory recommendation to the parties for resolving the disagreement. Further procedures, if any, shall be developed by the parties upon receipt of the neutral's report. The costs of the mediator/factfinder shall be borne equally by the parties.

I. Effect Of The Negotiations Procedural Agreement.

The negotiations procedural agreement set forth in this Article is the result of the parties' negotiations and is their complete agreement as to the conduct of negotiations and the resolution of any dispute concerning negotiations. Pursuant to Section 4117.14 of the Ohio Revised Code, the parties intend that this procedure shall supersede the procedures in said Revised Code section.

ARTICLE V
GRIEVANCE PROCEDURE

A. Definitions.

1. A "grievance" is a claim that there has been a violation or misapplication of one or more of the provisions of this Agreement.

2. "Grievant" is defined as a member of the bargaining unit, group or bargaining unit members, or the Association initiating a grievance. When more than one member is part of a grievance, the grievance shall be signed by a member or members representing the allegedly affected group, and all members allegedly involved shall be identified by name. Individuals may notify the Administration if they wish to withdraw from the grievance action.

3. "Days" as used in this Article shall be any day Monday through Friday exclusive of negotiated or school observed or federally recognized holidays, except as otherwise provided herein.

4. "Representation" or "representative" as provided for in this section shall be: any member of the Association or its affiliates, any consultant or employee of the affiliate, or legal counsel of the Association or its affiliates. The Board may have representation of choice at any level.

B. General Provisions.

1. Nothing contained herein shall be construed as limiting the individual rights of a bargaining unit member having a complaint or problem to discuss the matter informally with members of the Administration through normal channels of communications, without intervention and/or consultation of the Association as long as any such adjustment is not inconsistent with the terms of the Agreement and as long as the Association has the opportunity to be present at the adjustment.

2. The President of the Association or his designee and the grievant shall receive prior notice at least twenty-four (24) hours in advance of each meeting held with a grievant after such grievance has been formally filed.

3. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of participation or use of this grievance procedure.

4. Times for meetings shall be set by mutual agreement of the parties within the time limits set forth herein. No reduction in compensation shall occur for any grievant as a result of attending a meeting or hearing under this procedure.

5. Nothing in this contract shall bar the Association from exercising discretion in resolving not to pursue a grievance at any level. A grievance once formally filed may be formally withdrawn at any level without record. However, such grievance may not be resubmitted unless there is a reoccurence of the reason or conditions giving rise to the grievance.

C. Procedure.

The number of days indicated at each level shall be considered as maximum and shall be adhered to in expediting the procedure, unless otherwise extended by mutual agreement of the parties. Failure of the grievant to comply with the time limits set forth at each step constitutes a waiver of the grievance.

When it is specified in the procedure that an action shall be accomplished within a specified number of days, the first day of the time period shall be the first day immediately following the day of the event which causes the time period to begin. Lack of adherence to the time limits by the administration will result in the grievance automatically proceeding to the next level as if timely filed, except the Notice of Appeal to Level Five must be timely filed even if there is no disposition at Level Four. Time limits may be extended only by mutual agreement of all parties concerned.

Level One - Informal

In the event that the grievant believes there is a basis for a grievance, he/she must first discuss the problem with his/her immediate supervisor in an attempt to resolve the problem without filing a formal grievance.

Level Two - Formal

If the grievance is not resolved after the informal meeting, he/she may initiate the formal proceedings. A formal grievance must be filed with the immediate supervisor within twenty (20) days of the event or condition upon which the grievance is based.

At all levels of the formal proceedings, official Grievance Report Forms shall be made in triplicate; one (1) for the aggrieved; one (1) for the Administration; one (1) for the Association. The Grievance Report Form must state the factual basis of the grievance, the provisions of the Agreement alleged to have been violated, the remedy sought, and evidence that the grievant has met with his immediate supervisor as required above. The immediate supervisor will acknowledge receipt of the grievance by initialing and dating all copies.

Within ten (10) days of the filing of a formal Grievance Report Form at Level Two, the immediate supervisor shall provide a written disposition of the grievance in triplicate.

Level Three

If the grievant is not satisfied with the disposition of the grievance at Level Two, the grievant shall initiate Level Three by completing a written Grievance Report Form Level Three and submitting it to the President of the College within five (5) days of receipt of the disposition at Level Two. Within ten (10) days after receipt of the completed said form, the President of the College and/or his designated representative shall meet with the grievant and his/her Association representative for the purpose of resolving the grievance. Within five (5) days of such meeting, the President of the College or his designee shall indicate his disposition of the grievance in writing, and forward a copy thereof to the grievant and the Association.

Level Four

If the grievant is dissatisfied with the disposition at Level Three, he shall initiate Level Four by completing Grievance Report Form Four and submitting the form to the President of the College within five (5) days of receipt of the disposition at Level Three. Within five (5) days after delivery of Report Form Four the Board of Trustees shall notify the grievant that it will either meet with the grievant or waive the meeting. If the Board determines to meet with the grievant, a meeting shall be held within fifteen (15) days after delivery of Grievance Report Form Four. A disposition shall be rendered and copies thereof be forwarded to the Association and the grievant within five days of the meeting.

Level Five

If the grievant is not satisfied with the disposition at Level Four, or Level Four was waived, or there was no disposition, the grievant shall file an appeal to the Court of Common Pleas within twenty (20) calendar days of the waiver of Level Four, the disposition at Level Four, or the date the waiver or disposition was due, whichever is later.

ARTICLE VI
NO STRIKE/NO LOCKOUT

A. The Association agrees for itself, its agents, representatives and members that, during the life of this collective bargaining Agreement or an extension thereof, neither it nor they will directly or indirectly call, instigate, support, encourage, participate in or assist any strike, slow down, work stoppage, noninformational picketing, "call-ins", any failure to report to work or interference of any kind with the employer's operations, deliveries and suppliers.

B. In the event that any strike, slow-down, walk-out, work stoppage, noninformational picketing or other interference described in Division A of this Article occurs, the Association shall promptly notify all faculty members that such conduct is prohibited by this Article and is not in any way sanctioned or approved by the Association. The Association shall also promptly order all faculty members to return to work at once.

C. During the Term of this Agreement or an extension thereof the College agrees not to lock out any member of the bargaining unit.

ARTICLE VII
FACULTY CONTRACTS

A. Probationary Contracts.

1. Full-time faculty members shall be initially employed by the College under probationary contracts. The duration of the contracts shall be as follows:

a. First year of employment: one year contract -- probationary.

b. Second year of employment: one year contract -- probationary.

c. Third year of employment: two year contract -- probationary.

2. A faculty member who is not provided written notice of nonrenewal of his/her contract by April 15 of the year in which it expires shall be deemed to be reemployed for the next scheduled probationary contract.

B. Three Year Early Renewable Contracts.

1. Service Requirement. After a faculty member has completed the entire four year probationary contract sequence at the College, he/she shall be eligible for a three year early renewable contract.

2. Master's Degree/Advanced Training Requirement.

a. Prior to award of a three year renewable contract the faculty member must obtain a master's degree from an accredited institution or equivalent advanced training approved by the College as related to the faculty member's teaching area. Faculty who currently hold a master's degree in any area will be deemed to have met this requirement.

b. All faculty members employed as of September 3, 1985, under a two year or three year contract will have the master's degree/advanced training requirement delayed for his/her first three-year early renewable contract. To receive a second three-year renewable contract and each successor contract, transcripts must be presented showing successful completion of no fewer than six semester hours or eight quarter hours of credit toward an appropriate master's degree or its equivalent through seminars, workshops or other continuing education pursuant to an approved professional growth plan. The Academic Director and Dean of Instruction must approve the professional growth plan in advance, and the continuing education must be related to the faculty member's teaching area. A "professional growth plan" is a list of courses, seminars or other programs, together with alternatives, which if fulfilled, will meet the advanced training requirement for the next three year contract.

(1) Faculty who currently hold a master's degree will be required to complete three semester hours or four quarter hours of credit or its equivalent through seminars, workshops or other continuing education to receive a second three year early renewable contract and each successor contract pursuant to an approved professional growth plan.

c. The College will continue to fund the cost to the faculty member of all advanced training required herein at levels not less than those in effect during the 1984-85 Academic year ($5,000 collectively).

d. This Article does not permit noncredit courses to affect salary schedule determinations.

3. Eligibility/Recommendation Procedures.

a. The professional performance of a faculty member who meets eligibility requirements for a three year early renewable contract will be reviewed by his/her Department Director by February 1 for consideration for the early renewable contract status for the following year. After such review, the Department Director will submit his recommendation to the Dean of Instruction.

b. The Dean of Instruction shall review the professional performance of the faculty members and the Director's recommendation. He shall then confer with the Director and make a recommendation to the President.

c. The President shall review the recommendations and make a recommendation to the Board of Trustees.

d. The Board of Trustees may then grant a three year early renewable contract. If such contract is not granted, written reasons for denial will be provided to the faculty member.

e. If the initial three year early renewable contract is denied to a probationary faculty member, and reemployment is offered, a second probationary contract of two years' duration may be awarded.

f. Failure to be awarded a three year early renewable contract does not bar eligibility for reemployment under a regular three year contract.

4. Early Renewal Feature.

a. Three year early renewable contracts have an early renewal feature. All faculty with three year early renewable contracts are automatically eligible for renewal at the conclusion of the second year of the contract. If early renewal is granted, a new three year contract will be awarded effective immediately upon the close of the second year of the three year early renewable contract it replaces.

b. If early renewal is not granted, a written statement of reasons shall be provided to the faculty member. The failure to provide an early renewal shall not be subject to the Grievance Procedure Article or the Nonrenewal and Termination Article, which shall only apply to actual loss of employment.

c. At the expiration of a three year early renewable contract in which early renewal was not granted, the faculty member will remain eligible for a new three year renewable contract. If a new contract is not granted, the Nonrenewal Procedures in this Agreement (Article VIII) shall apply.

C. Contract Notification, Acceptance and Resignation.

1. Faculty contracts shall be offered no later than April 15. Faculty members shall sign and return their individual employment contracts within thirty calendar days following the date on which the contract was offered to the faculty member.

2. Faculty members who desire to resign from their contract for the following year shall do so by July 1.

D. Nonteaching Professional Contracts

1. All sections in Article VII pertain to the positions of Admissions Coordinator; Coordinator of Placement and Student Activities; Registrar and Financial Aid Officer; and Librarian-Media Specialist. As these positions are currently held under two-year managerial contracts, their status is as follows:

2. The current Registrar and Financial Aid Officer is in the first year of his second two-year managerial contract. The College recognizes him as being, at present, in the first year of his two-year probationary contract; his first two-year contract sufficing as completion of the two one-year probationary contracts.

3. The current Admissions Coordinator is in the second year of his first two-year managerial contract. The College recognizes him as being, at present, in his second one-year probationary contract; the first year of his first two-year contract sufficing as completion of the first one-year probationary contract.

4. The Librarian-Media Specialist is recognized as having completed the probationary series of contracts; and therefore, falling directly under all the provisions of this Article (Article VII).

ARTICLE VIII
CONTRACT RENEWAL AND TERMINATION

A. Nonrenewal of Probationary Contracts.

1. A probationary contract may be nonrenewed upon the recommendation of the Dean of Instruction, Board of Trustee action, and written notice from the President of the College provided by April 15 of the year in which it expires.

2. Written reasons may or may not be given for the nonrenewal of a faculty member currently serving under a probationary contract, but oral reasons must be given.

B. Nonrenewal of Nonprobationary Contracts.

1. A nonprobationary contract may be nonrenewed for failure to maintain satisfactory performance of professional duties, for personal conduct which disqualifies an individual as a member of the faculty, or any other reason which is not arbitrary or capricious.

2. If the Administration plans to recommend the nonrenewal of a contract to the Board of Trustees, prior to Board action the Dean of Instruction shall meet with the faculty member and discuss the matter. The faculty member shall be given reasons for nonrenewal orally and an opportunity to respond orally at such conference.

a. At the conference the faculty member may request written notice and specification of the reasons for the nonrenewal. If the Administration then determines to proceed with the nonrenewal, the faculty member shall be provided with written notice of the College's intention to nonrenew by the President and, if requested, a full statement of written reasons based upon written recommendations submitted to the President by the Dean of Instruction.

3. Within ten (10) days of receipt of the notice of intention to nonrenew, the faculty member may request a hearing. Such request will stay trustee action on nonrenewal, and also waive the April nonrenewal notice requirement. Failure to make a timely hearing request shall permit Trustee action to proceed.

4. The hearing shall be before a committee of three Administrators chosen by the College.

a. The committee shall set a time for the hearing which shall be not more than thirty (30) calendar days from the date of receipt of the written hearing request.

b. The committee shall give the faculty member at least twenty (20) calendar days written notice of the time and place of such hearing.

c. Such hearing shall be private.

d. The hearing shall be confined to whether the grounds for nonrenewal were arbitrary or capricious.

e. The faculty member shall be present and may be represented by an Association representative at the hearing. Likewise, the College may be represented. Either party may take a record of this proceeding.

5. The committee shall make a recommendation to the President within ten (10) days of the termination of the hearing.

6. The President shall make a recommendation to the Board of Trustees in accordance with the committee's report.

C. Discharge During The Term of a Contract.

1. The contract of a faculty member may be terminated at any time during its term for just cause. Discharge for just cause shall include:

a. Failure to maintain satisfactory performance in teaching, scholarship, College services or other professional duties;

b. Violation of local, state or federal laws which involve moral turpitude;

c. Any serious violation or repeated violations of College policies;

d. Repeated and/or flagrant insubordination;

e. Dishonesty or criminal theft;

f. Excessive absenteeism or tardiness or absence without authorization or sufficient justification;

g. Bringing intoxicants or illegal drugs onto College premises, except for educational purposes and where advance notice of same has been given to the Dean of Instruction, or reporting for work under the influence of intoxicants, illegal drugs or narcotics; and

h. Any other act of similar seriousness which is detrimental to the effective operation of the College or its educational programs.

The provisions of this Article shall not preclude the College from imposing disciplinary action less severe than dismissal, if in the College's discretion, such action is warranted by the facts and circumstances of a case.

2. Prior to termination of a faculty member for just cause, the Dean of Instruction shall meet with the faculty member, and an Association representative if requested, and discuss the matter in a conference. Prior to such conference, the Dean shall advise the faculty member of the College's intention to consider termination as well as the faculty member's right to be

represented by the Association. A Board representative may also be present. The Dean shall provide the reasons for termination orally and provide the faculty member and his representative with an opportunity to respond orally. Following this conference, the College may, upon notice to the faculty member, suspend such faculty member without pay pending final action to terminate the contract if, in the College's judgment, the character of the charges warrant.

3. If the Board of Trustees proceeds with termination following the conference, the College President shall furnish the faculty member with a written notice of the intention to terminate the contract along with a written statement of the reasons for termination.

D. Review of Nonrenewals and Discharges.

1. Board of Trustee action nonrenewing a probationary contract is final and not subject to review.

2. A faculty member whose nonprobationary contract was nonrenewed after an administrative committee hearing may file a grievance at Step Five of the Grievance Procedure within twenty days (as defined in Section (A) (3) of the Grievance Procedure Article) of the nonrenewal. The nonrenewal may be reviewed solely on the grounds that it was arbitrary or capricious.

3. A faculty member whose contract is terminated during its term may file a grievance at Step Five of the Grievance Procedure within twenty days (as defined in Section (A)(3) of the Grievance Procedure Article) of suspension without pay or written

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notice of the intention to terminate, whichever is later. The termination may be reviewed solely on the grounds that there was not "just cause" for this discharge as defined in this Article.

ARTICLE IX
REDUCTION IN FORCE

Whenever the Board of Trustees determines that a reduction in force shall occur, the following procedure shall apply:

A. Seniority.

All full-time faculty shall be placed on a seniority list in each of the subjects that they have successfully taught within two (2) years of the enactment of a reduction in force. "Successfully taught" for this purpose means receiving a satisfactory evaluation in teaching the subject by the College. Before final recommendations concerning specific reductions are submitted to the Trustees, the College President or designated representative(s) shall submit seniority lists to the Association President to permit review of the accuracy of the lists. The Association shall indicate its agreement or disagreement(s) with the accuracy of the lists within fourteen (14) days of submission.

1. Seniority is determined within each subject taught according to the faculty member's length of continuous full-time service at Northwest Technical College. Authorized leaves of absence shall not constitute a break in continuous service, but time spent on such leaves is not included in the determination of

length of service. When seniority in the College is equal, the total length of service in teaching the subject affected will be used. Any further ties will be broken by lot.

2. Administrative faculty shall be placed on a seniority list in the position that they hold at the time of a reduction of force. The four (4) administrative positions are Admissions Coordinator; Coordinator of Placement and Student Activities; Registrar and Financial Aid Officer; and Librarian-Media Specialist. References in this Article to a "subject" shall mean one of these four (4) positions for the administrative faculty.

B. Part-Time Positions.

The number of full-time faculty affected by a reduction in force shall first be kept to a minimum by nonrenewal of part-time faculty positions within each subject affected.

C. Probationary Contract Faculty.

Within each affected subject full-time faculty with probationary contracts will be laid off before any nonprobationary faculty. The least senior probationary contract holder will be laid off first.

D. Nonprobationary Contract Faculty.

Further reductions within each subject will proceed by layoff of the least senior full-time faculty with nonprobationary contracts.

E. Recall Rights.

1. All full-time faculty members whose employment contracts are nonrenewed or suspended during their term as a result

of a reduction in force shall be placed on the recall list(s) compiled from the seniority list in each subject. Faculty members on layoff shall have recall rights for two years from date of layoff and shall be offered re-employment in the order of greatest seniority when a position becomes available in any subject the faculty member successfully taught within two years of the reduction in force.

2. The Board shall give written notice for an offer of re-employment by sending a registered or certified letter to the faculty member's last known address. It shall be the faculty member's responsibility to notify the Business Office of a change of address. If a faculty member fails to accept the offer of re-employment in writing within ten (10) calendar days of delivery, the offer will be considered rejected.

3. Laid off faculty will have the option, if permitted by the insurance carrier, of continuing their health insurance for the period of recall eligibility by paying the premiums at the group rate. Such premiums shall not be required to be submitted to the Treasurer more than two weeks prior to the premium due date for the College, but failure to submit timely payment will result in immediate loss of this option.

F. This Article has no application to contract nonrenewals or terminations pursuant to Article VIII, Contract Renewal and Termination.

ARTICLE X
WORK YEAR AND WORK LOAD

A. Academic Year and Work Load.

1. Except for faculty employed under ten, eleven or twelve month contracts, the academic year for full-time faculty shall not exceed 178 days within a period of nine and one-half months, including 165 instructional days and 13 noninstructional days.

2. Of the thirteen (13) noninstructional days, one (1) will be assigned for commencement and three (3) for open registration. Nine (9) such days may be assigned by the Administration as needed for noninstructional College related activities within the context of the regular academic contract and such contract's year.

3. A calendar of required days of obligation for a contract year will be provided to each faculty member on or before July 1 preceding the beginning of the contract year.

4. Faculty employed under 178 days contracts may agree to perform duties in the summer. In that event those days will be counted as part of the thirteen noninstructional days.

5. The maximum full-time faculty teaching load for any given quarter may not exceed 4 preparations, 20 hours of instructional contact per week when classes are in session or 18 credit hours. In addition, each full-time instructor shall be available 10 hours per week for individual or group student assistance in

the classroom, laboratory, or conference situation and up to 7 and 1/2 hours for administrative meetings, curriculum development, authorized committee work, and other specific College related duties as assigned by the Administration. Assignments in excess of the above maximums per quarter must be mutually agreed to in writing between the affected faculty member and Administration.

The Industrial Management Technologies (IMT) instructor's regular hours include IMT laboratory, and hours the instructor is present at the IMT laboratory shall be counted as student assistance and other assigned hours.

Faculty assigned recruiting responsibilities may have such hours exceed the other assigned hours limit. Where such hours exceed the other assigned hours limit, they will be substituted for instructional contact hours and student assistance hours.

6. The beginning of the first class of each day and end of the last class shall not be scheduled more than eight (8) hours apart without the faculty member's consent. At least twelve (12) hours shall elapse between the last class on one day and the first class on the succeeding day. Exceptions will be made only by agreement between faculty member and Administration.

7. No faculty member is required to be on campus on days that he/she has neither classes, office hours, committee work nor other specific assigned duties.

B. Office Hours/Advisement.

1. During the weeks faculty members are assigned to classroom teaching responsibilities, each full-time member shall schedule a minimum of ten (10) office hours per week within Administration guidelines. Office hours will not be expected on days the faculty member does not have classes. No faculty member who does not have evening classes will be required to hold evening office hours, except for two evenings for each of the winter and spring registration and advisement periods. These evening hours will be counted towards the ten hours per week maximum. All classroom laboratory and the minimum office hours shall be posted on faculty office doors and filed with the respective department directors and the Dean of Instruction. During posted office hours, faculty shall be present in their offices and available to students or the Administration or shall post the campus site at which they may be found for such assistance and/or consultation.

2. If a committee meeting is scheduled during a scheduled office hour, when the faculty member is notified of the committee meeting time he shall post a notice on his door rescheduling that office hour. Committee meetings shall be scheduled at least a week in advance unless later notice is permitted by the Administration, and shall be scheduled to avoid unnecessary conflict with office hours.

3. Full time faculty members who teach during one or more of the College's summer sessions shall inform their students

at the start of the term either that they will remain after each class at least (10) minutes or be present before each class at least ten (10) minutes so that such students may seek assistance or arrange another time for assistance. The instructor shall provide assistance as needed at times mutually convenient to the student and instructor.

C. Overload Compensation.

1. Full-time instructors teaching beyond twenty contact hours, averaged over the academic year, shall be paid one hundred forty-five dollars per contact hour over twenty. At the first pay period after the onset of the faculty member's last quarter of the contract year, all overload due for prior quarters in the year will be paid in a lump sum. Any overload pay due for the final quarter will be equally divided among the pay periods for that quarter.

2. Effective September 1, 1986, full time instructors teaching beyond twenty contact hours or eighteen credit hours, averaged over the academic year, shall be paid the greater of:

a. One-hundred forty-five dollars per contact hour over twenty; or

b. The existing part-time rate for credit hours over eighteen (at least $230 per credit hour).

At the first pay period after the onset of the faculty member's last quarter of the contract year, all overload due for prior quarters in the year will be paid in a lump sum. Any overload pay due for the final quarter will be equally divided among the pay periods for that quarter.

D. Independent Study.

1. Faculty members carrying the regular full-time academic teaching load will not be required to accept independent study students except on a voluntary basis.

2. Faculty members carrying less than the regular full-time academic teaching load may be assigned independent study students.

3. One credit hour of independent study per student will be the equivalent of one contact hour.

4. Additional compensation will be paid for independent study only where the faculty member's workload exceeds twenty contact hours or eighteen credit hours.

5. Rate of pay shall be fifteen dollars per credit hour per student, payable at the close of the quarter for which the student is registered. A faculty member will be paid for independent study of any student enrolled through the fifteenth instructional day of the quarter if the faculty member verifies he/she has worked with that student during the first fifteen days, regardless of the student's completion.

ARTICLE X-A
WORK YEAR & RESPONSIBILITIES OF NONTEACHING PROESSIONAL EMPLOYEES

A. Work Year.

The following nonteaching professional positions of Admissions Coordinator; Coordinator of Placement and Student Activities; Registrar and Financial Aid Officer; and Librarian-Media Specialist shall be employed under twelve (12) month contracts with a work year of two hundred sixty (260) days, commencing July 1, and ending June 30.

B. Responsibilities.

Professional responsibilities shall include duties assigned at the College or at other assigned sites which may be outside the regular work day. These responsibilities include but are not limited to weekend Open House, Registration, Four County Open House, Visitation Days, High School visits, College nights, professional meetings, professional improvement**, office coverage for evening students, CGP testing, student orientation, County Fairs, Business visitations, or other duties as assigned by the College. The assignment of duties and hours shall conform with the needs of the College and the changing times of the educational environment. Where a nonteaching professional employee believes that he has been assigned a substantial new duty he may request a meeting to discuss the duty with the assigning supervisor, who shall meet and confer with the individual to discuss whether it would be appropriate to provide any assistance or reduce other responsibilities.

**"Professional improvement" which may be assigned on campus or at other sites means seminars, workshops, credit classes or other education which the College determines is needed to improve or maintain skills or license requirements. (All approved expenses incurred in such assigned education will be reimbursed by the College in accordance with procedures described in Article XIX.)

C. Flex Time.

Nonteaching professional employees shall, under the direction of their immediate supervisor, be allowed to alter their work schedule to correspond with the demands of the individual positions.

ARTICLE XI
PERSONNEL FILES

A. A personnel file on each faculty member containing pre-employment material and contract files shall be maintained in the President's Office.

B. Additional personnel files on each faculty member containing performance appraisals, complimentary and/or critical material shall be maintained in the Dean of Instruction's Office.

C. Any faculty member may review his/her personnel file, exclusive of confidential pre-employment recommendations, at any time during the normal business day. Copies of non-excluded material may be obtained at a cost of five cents per copied page.

D. Anonymous letters or materials shall not be the basis for any adverse actions taken against any faculty member.

E. Student evaluations shall not be considered anonymous letters or materials.

F. A faculty member will be sent a copy of any item to be either added or deleted from his/her personnel file, and shall have the opportunity to acknowledge by signature in the file the

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addition or deletion of same. Signature only acknowledges receipt of document, not agreement with its contents.

G. All new entries shall be initialed and dated by the Administrator responsible for such placement at the time of their filing. The faculty member shall have the opportunity to reply to any appraisal material in a written statement to be entered in the personnel file.

H. A faculty member's personnel file is confidential and access is restricted to the faculty member, persons acting on behalf of the Board of Trustees, federal and state agencies that have authority to examine the files, or where access is required by court order. No one, other than the above, shall be permitted access to or copies of personnel files without written consent from the faculty member.

I. Nothing in this Personnel Files Article shall be construed as limiting any statutory rights that the faculty member may have regarding his/her personnel files.

ARTICLE XII
SICK LEAVE

A. Sick Leave.

1. Sick leave shall be granted for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury or death in the faculty member's immediate family.

2. Each faculty member shall be entitled to accrue a maximum of fifteen (15) days sick leave with pay for each year

under contract accrued at the rate of one and one-fourth (1-1/4) days for each calendar month under contract. Unused sick leave shall be cumulative from year to year to a maximum of two hundred (200) days.

3. The faculty member will complete the appropriate form to be approved by his/her immediate supervisor and/or acknowledged by the appropriate department head. The signed form must state that the absence was caused by illness or other cause set forth in Section A(1).

4. Each faculty member under regular, full-time contract but absent on paid sick leave will continue to accumulate sick leave at the rate of one and one-fourth (1-1/4) days per month.

5. If medical attention is required, the name of the physician and date he was consulted is required, and a certificate stating the general nature of the illness and fitness to return to duty may be required. This certificate may also be required for an absence of three consecutive days or more, or frequent absences. Where the College requires an examination to obtain a certificate, the College will pay the cost of the examination.

    a. This written signed statement or certificate shall be completed and returned to the business office within five (5) days of return from sick leave.

b. Failure to follow timely submission of the sick leave form may result in a temporary deduction from the faculty member's pay.

c. Falsification of a sick leave statement or doctor's certification is grounds for termination or suspension of employment.

B. Advancement of Sick Leave.

1. Each new full-time faculty member or an faculty member who has exhausted his/her leave will be credited on the sixth work day after actual service begins with five days of sick leave which may be used in case any such faculty member is unable to work because of personal illness or death in the immediate family.

2. If any of said five days of sick leave are used, these days will be deducted from the total sick leave accumulated during the year of service as provided in these regulations. If an faculty member uses all or part of said five days of sick leave credit and terminates employment before such sick leave has actually accrued, the faculty member shall reimburse the Board for sick leave used but not earned.

C. Sick Leave Transfer.

1. A faculty member who has accumulated unused sick leave in any public agency in the State of Ohio shall be credited with the unused sick leave balance upon receipt of an official sick leave certificate from the faculty member's most recent public employing agency, providing that such employment takes

place within ten years of the date on which the faculty member was last terminated from public service. A person transferring from any Ohio public agency to the College shall be credited with the unused balance of accumulated sick leave up to the maximum of sick leave accumulation permitted by the College.

2. The responsibility for the transfer of unused sick leave shall rest with the incoming faculty member.

D. Immediate Family.

1. "Immediate family" is designated as husband, wife, child, mother, father, brother, sister, grandmother, grandfather, mother-in-law, father-in-law, step-mother, step-father, or anyone who has held the position of parent or child or is a permanent member of the faculty member's home.

2. Faculty members shall be permitted to use up to five (5) days of sick leave for each illness, injury or death in the immediate family, unless additional days are approved by the College President or designated representative.

3. Faculty members shall be permitted to use one day of sick leave to attend the funeral of an uncle, aunt, nephew, niece, cousin, brother-in-law, or sister-in-law where the funeral is held within the district. For a funeral outside the district, one additional day for travel will be allowed.

E. Calamity Days.

Faculty absent for purposes of sick leave when the College is closed due to calamity will not be charged with sick leave.

F. Part-Time Contracts.

Full-time faculty may not use sick leave for absence from duties performed under a part-time contract.

ARTICLE XIII
PERSONAL LEAVE OF ABSENCE

A. Absences with pay will be authorized for all full-time faculty up to a maximum of three personal leave days not to be deducted from sick leave for any combination of the following reasons:

1. Legal commitments or religious holidays.
2. Other authorized allowances for emergencies or personal matters which cannot be performed other than during a school day. A personal leave day cannot be taken:
    - a. for vacation
    - b. either prior to or immediately after a holiday, unless the leave is for a funeral of an individual not described in the Sick Leave Article.
    - c. for recreational purposes
    - d. for seeking other employment
3. Two days personal leave of the three days maximum allowed will be granted as unquestioned, with the exception that they cannot be taken immediately before or after vacation days, holidays, or the first or last student calendar day.

4. Unused personal leave cannot be accumulated from year to year. (July 1st to June 30th.)

5. Any exception to the above may be approved by the President.

B. Notification for personal leave shall be made to the department head at least two days prior to such leave, except in case of an emergency.

ARTICLE XIV
OTHER PAID LEAVES

A. Jury Duty.

Faculty will receive their regular pay while serving as jurors, or acting as witnesses in court. Any money paid to the faculty member by the court will be returned to the College. The faculty member is required to present proof of jury duty before payment by the College is made.

B. Military Leave.

All faculty who are members of the Ohio national guard, the Ohio defense corps, the Ohio naval militia, or members of other reserve components of armed forces of the United States are entitled to leave of absence from their respective duties and pay for the difference between their regular salary and their military service pay for such time as they are in the military service on field training or active duty for periods not to exceed thirty-one days in any one calendar year.

C. Professional Leave.

1. Absence with pay will be allowed for professional meetings or field trips involving school business which the President or his designated representative determines to approve. Approval is required in advance and the appropriate form must be submitted to the department head for initial approval.

2. Professional leave of absence requiring travel outside the United States must have advance approval of the Board of Trustees.

ARTICLE XV
UNPAID LEAVES OF ABSENCE

A. Leave of Absence - General Provisions.

A "leave of absence" in this Article is any authorized absence without pay. Seniority shall not accrue during such unpaid leave of absence, and a faculty member will not accumulate vacation, sick leave or holiday time during the leave of absence period. The leave of absence shall be without any benefits, except that if the carrier permits the faculty member may assume and pay benefit premiums for all group insurance plans by remitting the premium to the College. Such remittance will not be required more than thirty (30) days in advance of the payment due date for the College. Benefits accrued by a faculty member prior to the effective date of the leave shall be granted upon the faculty member's return.

1. A leave for "up to a full academic year" means leave through the last academic quarter expiring within one calendar year of the leave's commencement date.

2. All requests for leave of absence must be submitted in writing to the President.

3. A leave of absence shall not extend the duration of a faculty member's employment contract, and thus may not bar non-renewal where the leave runs beyond the contract expiration or any renewal deadline.

B. Disability Leave.

1. Faculty members shall be eligible to request a leave of absence of up to one (1) full academic year, for a personal illness or injury. The request must be supported by medical evidence satisfactory to the College, and approved in writing by the Board of Trustees.

2. Return from leave requires presentation of a doctor's certificate certifying said individual has recovered from the illness or injury and is able to perform the duties required of full-time employment. The College, at its cost, may require verification of fitness to return by a physician of its choice as a condition of re-employment.

3. Upon return to employment the same contract status attained prior to the leave of absence will be retained unless the contract is affected by part of a reduction in force.

C. Maternity/Paternity Leave.

1. Request for leave of absence for the care of a newborn infant or newly adopted preschool aged child shall be

granted up to a maximum of one full academic year to a full-time faculty member having completed a minimum of three consecutive years of successful employment at Northwest Technical College. Such request must be submitted to the Dean of Instruction at least eight weeks prior to the beginning of such leave except in those cases where a doctor has requested in writing that due to emergency circumstances, the eight week prior notice be waived.

2. Such leave shall not be used for employment with another employer. Misuse of leave may be grounds for termination.

3. A written notice of return to active duty must be submitted to the Dean of Instruction not later than the first week of the quarter preceding the quarter in which the faculty member will return.

4. Upon timely written notice and at the expiration of such leave, the faculty member shall be returned to duty in the same position vacated, unless the position itself has been changed, suspended or eliminated.

5. Upon return to employment the same contract status attained prior to the leave of absence will be retained unless the contract is affected by a reduction in force.

D. Pursuit Of Full-Time Academic Training Directly Related To Area Of Employment.

1. A faculty member may request a leave of absence for full-time academic training for up to one full academic year. Such request shall be accompanied by a specific written plan for pursuit of the academic training.

2. Individuals submitting such a request must have completed a minimum of three consecutive years of successful employment at the College.

3. Such leave must be approved by the President and Board of Trustees.

4. A written notice of return to active duty must be submitted to the Dean of Instruction not later than the first week of the quarter preceding the quarter in which the faculty member will return.

5. Upon return to employment the same contract status attained prior to the leave of absence will be retained unless the contract is affected by a reduction in force, and provided the terms of leave have been fulfilled by the individual and written proof of said fulfillment is submitted to the President.

E. Pursuit Of Full-Time Employment Directly Related To Area Of Employment.

1. Leave may be requested for up to one full academic year for pursuit of full-time employment directly related to the faculty member's area of employment at the College. The number of employment leaves granted shall be limited to one per department per year.

2. Leaves shall be granted on a first come, first serve basis, provided that the request is an allowable request. Requests shall be directed to the Division Director.

3. Self-employment may be authorized if it is related to the area of instruction and there is evidence that such

employment will assist the individual in the instructional aspects of his/her instructional assignments.

4. The Dean of Instruction, after having received a recommendation from the Division Director to which the faculty member making the request is assigned, must approve the request prior to approval by the Board of Trustees.

5. Applications for such leave shall be submitted at least six months prior to the start of the next academic year, with a detailed letter describing the type of work, place of employment, and reasons why it will be of benefit to the applicant in his/her instructional assignments. Later applications may or may not be considered.

6. The Dean of Instruction shall inform the applicant as to the final decision regarding the request at the earliest possible date, but with timely receipt of such application, not later than sixty days prior to the start of the next academic year.

7. A written notice of return to active duty must be submitted to the Dean of Instruction not later than the first week of the quarter preceding the quarter in which the faculty member will return.

8. Upon return to employment the same contract status attained prior to the leave of absence will be retained unless the contract is affected by a reduction in force, provided the terms of leave have been fulfilled by the individual and written proof of said fulfillment is submitted to the President.

F. Other Leaves of Absence.

1. A faculty member may submit a written request for a leave of absence without pay for a period not to exceed one academic year for other reasons than those specified in this Article. Such request must be submitted to the College President for recommendation to the Board of Trustees for their approval.

2. The approval of any such request shall rest within the discretion of the President and the Board of Trustees.

ARTICLE XVI
FACULTY SALARY

1. Base:

a. The 1985-86 base salary shall be:

Minimum of Bachelor's Degree..........	15,250.00
Without Bachelor's Degree but minimum of 3 years of business, industry or teaching experience..............	14,750.00

b. Effective September 1, 1986 the base salary shall be:

Minimum of Bachelor's Degree..........	16,470.00
Without Bachelor's Degree but minimum of 3 years of business, industry or teaching experience..............	15,970.00

2. Academic Credit:

15 Semester hours beyond Bachelor's Degree..............................	1,000.00
Master's Degree.......................	1,000.00
15 Semester hours beyond Master's Degree..............................	1,000.00
A.B.D.............................	1,000.00

Doctorate............................ 1,000.00

After hiring, additional academic credit toward salary increments will be allowed only after the Dean of Instruction has determined that the courses will enhance the quality of instruction at Northwest Technical College and has given his approval prior to the commencement of the course work. The Dean of Instruction will seek the recommendation of the appropriate division director in each case. Grades must be at the "B" level or higher.

3. Prior Experience Credit: (10 year limit)

Teaching, Business, Industry & Military . . . $250.00 - $500.00 per year. Upon recommendation of the appropriate department director and the Dean of Instruction, the President may grant more than $250 per year for prior experience, but not to exceed $500 per year. It is understood that exceeding the $250 per year experience factor should be the exception and used only when supply and demand is such that this exception is necessary to employ a qualified instructor.

Salary Schedule Calculation

Base Salary ______________________

Academic Credit ______________________

Prior Experience Credit ______________________

TOTAL SALARY ______________________

4. Northwest Technical College Experience:

(13 year limit)

Northwest Technical College experience credited prior to the 1983 academic year for current employees will continue to be the basis for salaries.

Prior year Northwest Technical College experience records used to compute a current faculty members salary shall be retained in the contract personnel files in the President's Office and in the Business Office, and will remain as the base calculation for salaries.

A. Placement As To Experience Classification.

After initial placement only additional academic credit may modify placement.

1. The Business Manager/Treasurer shall review all factors determinant to placement on the salary schedule that have been evaluated by the Dean of Instruction. Credit for placement will be determined as follows: one year for each year of accepted work experience; and one year for each year of military service. However, the combination of the above may not exceed 10 years of service credit.
2. A year for year recognition shall be allowed on the salary schedule for full-time teaching. A year of experience must consist of at least one hundred twenty days under an instructor's contract in any one academic year. No less than one-half year of

teaching credit can be counted. Only full-time teaching experience can be counted for placement purposes.

3. All years of active service in the armed forces of the United States, as defined in Section 3307.02 of the Revised Code, and work experience shall be given according to the following schedule:

Service Months	Recognition Years	Service Months	Recognition Years
0 - 7+	0	64 - 67+	5 1/2
8 - 15+	1	68 - 75+	6
16 - 19+	1 1/2	76 - 79+	6 1/2
20 - 27+	2	80 - 87+	7
28 - 31+	2 1/2	88 - 91+	7 1/2
32 - 39+	3	92 - 99+	8
40 - 49+	3 1/2	100 - 103+	8 1/2
44 - 51+	4	104 - 111+	9
52 - 55+	4 1/2	112 - 115+	9 1/2
56 - 63+	5	116 - 123+	10

4. Instructional personnel coming to College from business, industry, or other areas of employment will be allowed work experience credit for continuous periods of full-time employment directly related to the teaching position.

5. One-half year will be the smallest portion of any year allowed for purposes of salary determination.

6. Graduate and/or related studies which may result in a change of training classification must be approved by the Dean of Instruction.
    a. Approval by the Dean of Instruction must be given prior to commencement of course work.

b. Any instructor who successfully completes additional studies which would result in a change of training classification must submit official transcripts to the Dean of Instruction.

c. The new training classification will become effective ten days after official receipt of the transcripts.

d. New pay status will be prorated according to the number of scheduled days remaining on the individual's current contract.

7. Supplemental rate of pay for full-time instructors teaching credit courses outside an eight-hour day or outside the academic year shall be as follows:

   a. $190.00 per credit hour for instructors who have taught three or less credit courses at Northwest Technical College.

   b. $210.00 per credit hour for instructors who have taught more than three but not more than six credit courses at Northwest Technical College.

   c. $230.00 per credit hour for instructors who have taught more than six credit courses at Northwest Technical College.

8. Supplemental rate of pay for full-time instructors teaching noncredit courses outside an eight-hour day and not part of the regular teaching load as follows:

a. Instructors employed to teach an entire noncredit course or program.

  (i) Instructors employed for the teaching of an entire noncredit course or program must be approved by the dean of community service.

  (ii) The rate of pay for the teaching of an entire noncredit course or program will normally be not less than $5 per contact hour nor more than $25 per contact hour. The dean of community services must approve the rate of pay for each person employed to teach an entire noncredit course or program.

  (iii) Exceptions to the above listed pay rates must have the approval of the President.

b. Instructors employed to teach only a certain portion or portions of a noncredit course or program.

  (i) Instructors employed for the teaching of a portion or portions of a noncredit course or program must have the approval of the dean of community services.

  (ii) An honorarium of up to $300 may be paid to instructors who teach a portion or portions of a noncredit course or program.

  (iii) Exceptions to the above limit on honorarium must have the approval of the President.

9. Pay Period.

a. All faculty members shall be paid semi-monthly, on the fifteenth and last day of each month. Pay for supplemental contracts under Sections Seven (7) or Eight (8) above shall be made on the last day of each month.

b. Faculty members with ten, eleven, or twelve month contracts will have their paychecks spread over twenty-four pays.

c. Personnel employed on nine-month contracts will have the option of receiving their salary in eighteen pays or twenty-four pays. Unless the business office is notified in writing at least one week prior to the first pay date of contract of a request for eighteen pays, the payments will be spread over twenty-four pay dates.

ARTICLE XVI-A

NONTEACHING PROFESSIONAL SALARY

A. Salary Levels.

The following nonteaching professional positions of Admissions Coordinator; Coordinator of Placement and Student Activities; Registrar and Financial Aid Officer; and Librarian-Media Specilaist shall receive a salary as follows:

1. The salary in these positions shall be within the range of $16,146 to $30,140 annually.

2. Individuals currently holding these positions shall be paid salaries for the 1985-86 year as stated in their individual contracts for 1984-85.

3. Each individual in said positions will receive a salary increase of six percent (6%) effective July 1, 1986.

ARTICLE XVII
DEDUCTIONS FROM SALARY

A. The deduction which should be made from an employee's salary because of absence from duties not covered by sick leave or some other leave policy is a matter for determination by the College Administration.

B. In determining the per diem rate of pay deducted for an absence which is determined to be an "invalid absence" or otherwise unpaid, the deduction per day shall be as follow:

(1)	Instructor.................	Nine-month contract - -instructor calendar (1/178).
(2)	Instructor.................	Ten-month contract - instructor calendar plus twenty working days. 1/198)
(3)	Instructor.................	Eleven-month contract - instructor calendar plus forty working days. (1/218)
(4)	All twelve-month faculty members..........	1/260 of contract salary per day. (1/260)

ARTICLE XVIII
SUPPLEMENTAL BENEFITS

A. Group Benefits.

1. Medical Insurance.

   a. All full-time faculty with contracts for nine months or more may subscribe to the group insurance plan.

   b. The College will pay the total cost of the single plan premium and 100% family plan premium for all full-time faculty.

   c. New eligible faculty must subscribe at the time of their employment or wait until the membership period is announced by the insurance company.

   d. Present faculty who have not subscribed at the time of their employment must wait until the membership period is announced by the insurance company.

2. Dental Insurance.

   a. All full-time faculty with contracts for nine months or more may subscribe for dental insurance with orthodontia coverage.

   b. The College will pay the total cost of the premium for a single or family plan for all full-time faculty contracts.

   c. New eligible faculty must subscribe at the time of their employment or wait until the membership period is announced by the insurance company.

d. Present faculty who have not subscribed at the time of their employment must wait until the membership period is announced by the insurance company.

3. Vision Care Insurance.

a. All full-time faculty with contracts for nine months or more may subscribe for vision care insurance.

b. The College will pay the total cost of the premium for a single or family plan for all full-time faculty.

c. New eligible faculty must subscribe at the time of their employment or wait until the membership period is announced by the insurance company.

d. Present faculty who have not subscribed at the time of their employment must wait until the membership period is announced by the insurance company.

4. Equivalent Coverage.

The insurance plans referred to above are the current plans or replacements of current plans with equivalent or better coverage.

5. Life Insurance. The College will pay the premium for life insurance equal to the full-time faculty member's full-time contract salary, rounded to the highest thousand dollars.

B. Pick-Up Of Faculty Contributions To STRS/SERS.

1. All full-time faculty members are required to become members of the State Teachers Retirement System (or, where applicable, the Public School Employees Retirement System) in accordance with the Ohio Revised Code.

2. In addition to the total annual salary and salary per pay period which is otherwise payable to each faculty member, the College will assume and pay to STRS or SERS on behalf of each such faculty member during this Agreement five percent (5%) of each such faculty member's total annual salary or salary per pay period as a "pick-up" of a portion of the STRS or SERS faculty member contribution otherwise payable by such faculty member. For purposes of determining the total required contributions to STRS, such faculty member's "earned compensation" (as referred to in Ohio Revised Code §3307.51) and "earnable compensation" (as referred to in Ohio Revised Code §3307.53) shall include both the salary otherwise payable and the pick-up. For purposes of determining the total required contribution to SERS, where applicable, such faculty member's "compensation" (as referred to in Ohio Revised Code § 3309.47) and "earnable compenstion" (as referred to in Ohio Revised Code § 3309.49) shall include both the salary otherwise payable and the pick-up. The College shall assume and pay the faculty member's eight and three-fourths percent (8 3/4%) contribution due to STRS or SERS on the pick-up, which amount shall not be included in "earned compensation" or "earnable compensation."

3. The pick-up shall not be included in the faculty member's total annual salary for the purpose of computing daily rate of pay, for determining paid salary adjustments to be made due to absence, or for any similar purpose.

4. Any pick-up by the College of a faculty member's contribution to STRS or SERS shall be mandatory for all faculty members. No faculty member shall have the option of choosing to receive the contributed amounts directly instead of having them paid by the College to STRS or SERS.

5. The College shall fulfill its income tax reporting and withholding responsibilities for each faculty member in such manner as is required by applicable federal, state and local laws and regulations as they may exist at the time of such reporting and withholding, it being the College's understanding that federal and Ohio income tax laws and regulations presently require it to report as a faculty member's gross income his total annual salary excluding the amount of the pick-up.

C. Fringe Benefits And Pay Options At The Resignation Of Instructors On Nine Month Contracts.

1. Full-time instructional personnel, tendering their resignation effective at the close of the academic year, or after the faculty academic year closes and prior to the beginning of the next academic year, and who have fulfilled the full contract and who are not enrolled in a similar fringe benefit plan with another employer, are eligible for the College payment of fringe benefits as defined in paragraph (C)(3) through August of the contract year.

2. Full-time instructional personnel tendering their resignation effective prior to the end of the faculty academic year and who have not fulfilled their contract shall not be entitled to fringe benefits beyond the month in which the resignation is effective.

3. "Fringe benefits" for the purpose of this policy consist of the following: group health and life insurance benefits (single and family) provided in this Article.

D. Waiver of Instructional Fees.

1. Full-Time Faculty Members.

   a. The instructional fee and out-of-state tuition surcharge for all courses taken for credit within the College will be waived. All other fees will be paid by the faculty member.

   b. Noncredit community service course instructional fee will be waived up to the equivalent cost of six credit hours per quarter.

   c. If a person is no longer employed by the College when a fee waiver is being used by that person, he/she will be responsible for the remainder of the instructional fee and out-of-state surcharge on a prorated basis.

   d. Faculty members will be permitted to enroll during open registration on a space available basis. "Space available" shall be determined by the Administration so that no faculty member's enrollment shall prevent a student from enrolling.

2. Dependents Of Full-Time Faculty Members.

   a. The instructional fee and out-of-state tuition surcharge will be waived for all credit and non-credit courses, on a space available basis as defined in (D)(1)(d), taken by unmarried dependents (as defined by the 1040 form) and/or spouse of a full-time faculty member. All other fees, such as laboratory, supplies, textbooks, general fee, etc., will be paid by the faculty member.

   b. In case of death of a full-time faculty member who has completed five consecutive years of successful employment at the College, the waiver of instructional fee and out-of-state tuition surcharge shall continue for the surviving spouse, as long as he/she has not remarried and for any unmarried dependent children (as defined by the 1040 form) up to a maximum age limit of twenty-one.

   c. If a faculty member is no longer employed by the College when a fee waiver is being used by that person, spouse, or dependent, he/she will be responsible for the cost of the instructional fee and out-of-state tuition surcharge on a prorated basis.

d. If a dependent child or spouse loses dependency status, and a fee waiver is in effect for that dependent or spouse, the faculty member is responsible for the cost of the instructional fee and out-of-state tuition surcharge on a prorated basis.

3. Procedures For Obtaining The Instructional Fee Waiver.

a. Obtain and complete a fee waiver form prior to each quarter. Copies of the form are available in the business office.

b. Submit the completed form to the related division head for his/her approval.

c. The approved copy of the fee waiver will be forwarded to the Business Manager/Treasurer.

d. The faculty member, spouse, and/or dependent shall register for class the same as any other student and is considered registered only when all additional fees are paid.

e. Persons receiving fee waivers will not be considered in determining whether a course will be offered or cancelled.

E. Graduation, Caps, Gowns, Hoods.

Graduation caps, gowns and hoods will be provided by the College for all full time faculty for graduation ceremonies at no cost to the faculty member.

ARTICLE XIX
TRAVEL

Faculty shall be provided travel allowances and benefits at least equal to those provided in Board policy in effect as of September 1, 1985, and shall receive any improvements in allowances and benefits provided by any changes in Board policy.

ARTICLE XX
HOLIDAYS FOR TWELVE MONTH FACULTY AND NONTEACHING PROFESSIONAL EMPLOYEES

A. All full-time instructors and nonteaching professional employees with contracts for twelve months shall be paid their regular rate of pay provided the holiday falls during the normal work week of the employee and the holiday being as the Board of Trustees declares.

(1) Labor Day

(2) Thanksgiving Day

(3) Friday after Thanksgiving Day

(4) Day before Christmas Day

(5) Christmas Day

(6) Day before New Year's Day

(7) New Year's Day

(8) Memorial Day

(9) Independence Day

B. The following schedule will be in effect during the

Christmas and New Year's holidays. The holidays indicated by "O" are newly designated holidays, effective July 1, 1986.

	M	T	W	TH	F	S	SU	M	T	W	TH	F	S	SU	M
1990	XX	X	O	O	O			XX	X	O					
1991	O	XX	X	O	O			O	XX	X					
1986			XX	X	O			O	O	XX	X	O			
1987			O	XX	X			O	O	O	XX	X			
1988			OO	OO	XX	X		O	O	O	O	XX	X		
1989			OO	OO	XX		X	O	O	O	O	XX		X	

X - Christmas and New Year's Day
XX - Current before Christmas and New Year's Day holidays
OO - Replacement of weekend holidays
O - Newly designated holidays

C. In the event that any of the aforesaid holidays should fall on Saturday, the Friday immediately preceding shall be observed as a holiday; if the holiday falls on Sunday, the College may designate either the preceding Friday or the succeeding Monday to be observed as the holiday.

D. In the event any of the aforesaid holidays fall during a full-time employee's scheduled vacation, the time will not be charged against vacation leave.

ARTICLE XXI
VACATION FOR TWELVE MONTH INSTRUCTIONAL AND NONTEACHING PROFESSIONALS

A. Amount of Vacation.

1. Full-time twelve (12) month instructors and nonteaching professionals will be given four weeks (twenty days) time off annually for vacation.

2. Vacation time will accrue monthly on a pro rata basis.

B. Scheduling of Vacation.

1. Vacation may not be advanced. It may be taken only after it is earned.

2. Vacation accrual in excess of the maximum allowed for two years of service shall be forfeited.

3. Upon termination of employment, payment will be made at the current per diem rate for all accrued and unused vacation up to the maximum allowed for two years service.

4. In the event of death, accrued and unused vacation time up to the maximum allowed for two years service shall be paid to the employee's estate in accordance with Section 2113.04 of the O.R.C.

5. Vacations require the prior approval of the employee's immediate supervisor.

6. In the event any paid legal holiday falls during the employee's scheduled vacation, said day shall not be charged as a vacation day or deducted from the employee's vacation balance.

ARTICLE XXII
WAIVER OF NEGOTIATIONS

The Board and Association acknowledge that during negotiations resulting in this Agreement, each party had the right and opportunity to make demands and proposals with respect to any matter and that this Agreement was arrived at by the parties after the exercise of that right and opportunity. The Board and Association shall voluntarily waive, during the life of this Agreement, said rights and each agrees that the other shall not be obligated to negotiate with respect to any subject or matter irrespective of whether such matter or subject is specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time the negotiations were being conducted or at the time the party signed this Agreement, except as follows:

1. Pursuant to the reopener on salary for the third year of the Agreement as provided in the Duration Article.
2. Pursuant to an order of SERB which results in the addition of new positions to the bargaining unit and negotiations over their terms and conditions of employment as provided in the Recognition Article.
3. Pursuant to the Article on Conflict With Regulations.
4. Pursuant to any statutory right to request bargaining over effects of changes in terms and conditions of employment not covered by this Agreement.

ARTICLE XXIII
CONFLICT WITH REGULATIONS

If any provision of this Agreement or any application of the provisions of this Agreement to any person or persons is found contrary to Federal or State law, regulation, ruling or order, whether now or hereinafter enacted, then such provision or application shall be inoperative but the remaining provisions hereof shall continue in full force and effect. The parties agree to meet within a reasonable period of time to discuss any decision which render a provision or application null and void.

ARTICLE XXIV
DURATION

A. This Agreement and the attached executed Supplemental Agreement represent the entire understanding of the parties with respect to all matters and supersedes all prior agreements and understandings entered into between the parties.

B. This Agreement is for the period from December 5, 1985 through August 31, 1988, except that Article XVI, Faculty Salary, shall expire August 31, 1987. The terms contained in that Article are subject to the negotiations and dispute resolution procedure set forth in Article IV (Negotiation Procedure). If impasse exists over the terms of the Faculty Salary Article on August 31, 1987, the entire Agreement shall terminate and the Association shall have the right to strike upon compliance with the notice procedures of O.R.L. §4117.14. All other items shall be considered to be tentatively agreed upon by the parties. Those tentative agreement items are all other Articles in this Agreement, and no additional items may be proposed.

Executed this ____ day of ______, 1986.

NORTHWEST TECHNICAL College
EDUCATION ASSOCIATION

Marcia Setter
President

Date: Aug. 11, 1986

Roger J. Harper
Association Negotiations
Chairperson

Date: Aug 11, 1986

NORTHWEST TECHNICAL COLLEGE
BOARD OF TRUSTEES

Douglas Carlson
Chairman

Date: 8/11/86

James O Miller
President of the College

Date: 8/11/86

SUPPLEMENTAL AGREEMENT
BETWEEN NORTHWEST TECHNICAL COLLEGE AND THE NORTHWEST TECHNICAL COLLEGE EDUCATION ASSOCIATION

It is agreed that as of August 31, 1987, if impasse exists over Article XVI, Salaries, then the entire 1985 - 1988 Agreement terminates as of August 31, 1987. It is further agreed, however, that all items except Article XVI shall be considered tentatively agreed upon by the parties, and no other items may be proposed. This Supplemental Agreement is effective from December 5, 1985 through August 31, 1988.

NORTHWEST TECHNICAL COLLEGE EDUCATION ASSOCIATION	NORTHWEST TECHNICAL COLLEGE BOARD OF TRUSTEES
Marcia Sutter President	Douglas [illegible] Chairman
Date: Aug. 11, 1986	Date: 8/11/86
[illegible] S. Harper Association Negotiations Chairperson	James [illegible] President of the College
Date: Aug. 11, 1986	Date: 8/11/86

ADDITIONS AND EXCEPTIONS
to the

"AGREEMENT

between the

BOARD OF TRUSTEES OF
NORTHWEST TECHNICAL COLLEGE

and the

NORTHWEST TECHNICAL COLLEGE
EDUCATION ASSOCIATION

December 5, 1985 through August 31, 1988"

TO INCLUDE

REGISTRAR AND FINANCIAL AID OFFICER
COORDINATOR OF PLACEMENT, COUNSELING AND STUDENT ACTIVITIES
ADMISSIONS COORDINATOR
AND
LIBRARIAN-MEDIA SPECIALIST

January , 1986

INTRODUCTION

Pursuant to the terms of the Recognition Clause of the Agreement between the Board of Trustees and the Association, the Board's proposed terms and conditions of employment for the four new non-teaching professional members of the bargaining unit are enclosed. Where no proposal is made regarding an existing Article of the Agreement, it means that the Board proposes that the existing Article shall be applicable to the new members of the bargaining unit.

ARTICLE I
RECOGNITION

A . The College recognizes the Association as the sole and exclusive bargaining representative of full-time teaching faculty of the College, and the non-teaching professional positions of Admissions Coordinator; Coordinator of Placement, ~~Counseling,~~ and Student Activities; Registrar and Financial Aid Officer; and Librarian-Media Specialist.

The bargaining unit excludes confidential employees, management level employees, supervisors, students, interns, seasonal employees, casual employees, part-time faculty members, heads of departments or divisions, as defined or referred to in Sections 4117.01 (C), (F), (J), (K), Ohio Revised Code, and all other employees.

B. The College and the Association agree that membership in the Association shall not be compulsory. The Association agrees that neither it nor any of its officers or members will intimidate or coerce any faculty member with respect to becoming or remaining a member of the Association. The College agrees that it will not intimidate or coerce any faculty member with respect to becoming or remaining a member of the Association.

C. References to "Faculty" shall also mean the four non-teaching professional positions, unless there is a separate provision on the subject.

ARTICLE VII
FACULTY CONTRACTS

The Board proposes the following new sections in Article VII.

D. Non-teaching Professional Contracts

All sections in Article VII pertain to the ~~posit~~ions of Admissions Coordinator; Coordinator of Placement Counseling and Student Activities; Registrar and Financial Aid Officer; and Librarian-Media Specialist. However, it is recognized that the current (January '86) holders of these positions are currently held under two year managerial contracts Their status is as follows:

The current Coordinator of Placement, Counseling and Student Activities and the current Registrar and Financial Aid Officer are in the first year of their second two-year managerial contract. The College recognizes them as being, at present, in the first year of their two year probationary contract; their first two year contract sufficing as completion of the two one-year probationary contracts.

The current Admissions Coordinator is in the second year of his first two-year managerial contract. The College recognizes him as being, at present, in his second one year probationary contract; the first year of his first two-year contract sufficing as completion of the first one year probationary contract.

The Librarian-Media Specialist is recognized as having completed the probationary series of contracts; and therefore, falling directly under all the provisions of this Article (Article VII).

ARTICLE IX
REDUCTION IN FORCE

Add the following provision as Section A(2), Seniority:

2. Administrative faculty shall be placed on a seniority list in the position that they hold at the time of a reduction of force. The four (4) administrative positions are Admissions Coordinator; Coordinator of Placement, Counseling and Student Activities; Registrar and Financial Aid Officer; and Librarian-Media Specialist. References in this Article to a "subject" shall mean one of these four (4) positions for the administrative faculty.

ARTICLE X-A
WORK YEAR AND RESPONSIBILITIES OF NON-TEACHING PROFESSIONAL EMPLOYEE

A. Work Year

The following non-teaching professional positions of Admissions Coordinator; Coordinator of Placement, Counseling and Student Activities; Registrar and Financial Aid Officer; and Librarian-Media Specialist shall be employed under twelve (12) month contracts with a work year of two hundred sixty (260) days.

B. Responsibilities

Professional responsibilities shall include duties assigned at the College or at other assigned sites which may be outside the regular scheduled instructional day. These responsibilities include but are not limited to weekend Open House, Registration, Four County Open House, Visitation Days, High School visits, College nights, professional meetings, professional improvement, office coverage for evening students, CGP testing, student orientation, County Fairs, Business visitation, or other duties as assigned by the college.

"Professional improvement" which may be assigned on campus or at other sites means seminars, workshops, credit classes or other education which the College determines is needed to improve or maintain skills or license requirements. (All approved expenses incurred in such assigned education will be reimbursed by the College in accordance with procedures described in Article XIX.)

ARTICLE XVI-A
NON-TEACHING PROFESSIONAL SALARY

A. Salary Levels

The following non-teaching professional positions of Admissions Coordinator; Coordinator of Placement, Counseling and Student Activities; Registrar and Financial Aid Officer; and Librarian-Media Specialist shall receive a salary as follows:

1. The starting salary in these positions shall be within the range of a minimum of $15,000 per year up to a maximum of $28,000 per year.

2. Individuals currently holding these positions shall be paid salaries for the 1985-86 year as stated in their individual contracts for 1984-85.

3. Each of the four added positions will receive an increase in salary of one thousand two hundred twenty dollars ($1,220) effective July 1, 1986.

ARTICLE XVIII
SUPPLEMENTAL BENEFITS

Insert in item (C) (2), the words "and twelve month professional employees" after "full-time instructional personnel".

ARTICLE XX
HOLIDAYS FOR TWELVE MONTH INSTRUCTIONAL AND NON-TEACHING PROFESSIONALS

A. All full-time instructors with contracts for twelve months shall be paid their regular rate of pay provided the holiday fall during the normal work week of the faculty member and the holiday being as the Board of Trustees declares.

(1) Labor Day
(2) Thanksgiving Day
(3) Friday after Thanksgiving Day
(4) Day before Christmas Day
(5) Christmas Day
(6) Day before New Year's Day
(7) New Year's Day
(8) Memorial Day
(9) Independence Day

B. Non-teaching professionals holding the positions of Admissions Coordinator; Coordinator of Placement, Counseling and Student Activities; Registrar and Financial Aid Officer; and Librarian-Media Specialist shall receive the same paid holidays as twelve (12) month instructional personnel.

C. If Christmas Day and New Year's Day fall on Thursday, Friday will be declared the holiday in place of the day before.

D. In the event that any of the aforesaid holidays should fall on Saturday, the Friday immediately preceding shall be observed as a holiday; if the holiday fall on Sunday, the Monday immediately succeeding shall be observed as a holiday.

E. In the event any of the aforesaid holidays fall during a faculty member's scheduled vacation, the time will not be charged against vacation leave.

ARTICLE XXI
VACATION FOR TWELVE MONTH INSTRUCTIONAL AND NON-TEACHING PROFESSIONALS

A. Amount and Scheduling of Vacation.

1. Full-time twelve (12) month instructors and non-teaching professionals will be given two weeks (ten days) time off annually for vacation.

2. After five years of full-time employment, twelve month instructors and twelve month non-teaching professional personnel will be given three weeks (fifteen days) time off annually for vacation.

3. After ten years of full-time employment, twelve month instructors and twelve month non-teaching professional personnel will be given four weeks (twenty days) off annually for vacation.

4. Twelve month instructors′ and non-teaching professionals′ vacations must be scheduled at times which are approved in advance by the College.

5. Vacation time will accrue monthly on a pro rata basis.

6. Non-teaching twelve month professionals referred to in this Article are the Admissions Coordinator, Coordinator of Placement, Counseling and Student Services; Registrar and Financial Aid Officer, and Librarian-Media Specialist.

B. Rules Governing Vacation

1. Vacation may not be advanced. It may be taken only after it is earned.

2. A twelve month instructor or a twelve month non-

teaching professional member shall forfeit the right to take or be paid for any accrued vacation time which is in excess of the maximum allowed for two years of service.

3. Upon separation from service, a twelve month instructor or twelve month non-teaching professional member shall be entitled to compensation at their current pier diem rate of pay for all accrued and unused vacation time up to a maximum allowed for two years of service.

4. In case of death of a twelve month instructor or non-teaching professional employee, accrued and unused vacation time, up to a maximum allowed for two years of service, shall be paid to the estate in accordance with Section 2113.04 of the Revised Code.

5. In the event any paid legal holiday falls during the twelve month instructor`s or twelve month non-teaching professional´s scheduled vacation, said day will not be charged as a vacation day or deducted from the faculty member´s vacation balance.

6. Vacation may not be taken without prior approval of the twelve month instructor´s or twelve month non-teaching professional´s immediate supervisor.

AGREEMENT

BETWEEN

SOUTHERN STATE COMMUNITY COLLEGE

AND

SOUTHERN STATE EDUCATION ASSOCIATION

Effective
September 1, 1986
Through
August 31, 1989

JC 870520

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This Agreement is made and entered into this ____ day of December, 1986, by and between Southern State Community College ("College") and the Southern State Education Association ("Association").

ARTICLE I: RECOGNITION

Section 1. The College hereby recognizes the Association as the exclusive representative for purposes of collective bargaining for all librarians and all full-time faculty members of Southern State Community College whose teaching assignments during their first full quarter in an Academic Year include at least six Credit Hours of college credit courses ("Employee" or "Employees"). Teaching assignments, during their first full quarter in an Academic Year, shall determine those faculty members who are included in, or excluded from, the bargaining unit for that entire Academic Year.

Section 2. This recognition excludes from the bargaining unit all full-time faculty members whose Fall Quarter teaching assignments do not include at least six Credit Hours of college credit courses. This recognition also excludes from the bargaining unit part-time faculty members, heads of department as defined in Section 4117.01 of the Ohio Revised Code, all non-certificated personnel, all management level employees, all confidential employees, and all supervisors.

Section 3. If an employee fails to teach six or more college Credit Hours during his first full quarter in an Academic Year due to an involuntary transfer, he shall not be excluded from the bargaining unit for that Academic Year.

ARTICLE II: PROCEDURES FOR NEGOTIATION AND FOR RESOLVING NEGOTIATING DISPUTES

Section 1. This Article shall control the procedures utilized by the College and the Association for the purpose of negotiating wages, hours, and terms and conditions of employment which have been properly raised by either the College and/or the Association with respect to an Agreement to succeed and/or replace this Agreement. This Agreement shall remain in full force and effect until the procedures set forth in this Article II have been completed.

Section 2. Should either party to this Agreement desire to commence negotiations for an Agreement to succeed and/or replace this Agreement, the party seeking such negotiations shall deliver a written notice of such intent, and its entire proposed new agreement, to the other not more than 150 calendar days, nor less than 120 calendar days, before the expiration date of this Agreement. The parties shall meet to commence such negotiations not later than 30 calendar days after the receipt by the other party of such written notice and entire proposed new agreement. The party that received such notice and proposal shall present its entire proposed new agreement at the first bargaining session. During the negotiation procedures set forth in this Article II, neither the Association nor any Employee shall engage in any strike.

Section 3. The Association shall have a bargaining committee that shall not exceed six persons selected by the

Association. The College shall have a bargaining committee which shall not exceed six persons. The expense, if any, of each bargaining committee will be borne by the party selecting said committee and the other party shall not be responsible in any fashion for any such expense.

Section 4. Negotiation meetings between said bargaining committees shall be private and scheduled for mutually satisfactory times and place(s).

Section 5. During the time period of negotiations between the two bargaining committees, no oral or written publication of the contents or the progress or the lack of progress of the negotiation shall be made to anyone by either party or by either bargaining committee or the persons comprising said bargaining committee; provided, however, that the College's bargaining committee may inform the President, members of the College's Administration, and/or the Trustees of such events, and the Association's bargaining committee may inform the officers of the Association and its members of such events; but none of the persons who are thus informed may disclose and/or publish such information to any other person.

Section 6. If either the College or the Association gives notice to the other during the time period of negotiations that it desires to select an arbitrator, the parties shall select an arbitrator pursuant to the rules of the American Arbitration Association.

Section 7. If the College and the Association have not entered into a collective bargaining agreement to succeed this Agreement prior to the expiration date of this Agreement set forth in Article XVI, the arbitrator selected pursuant to Section 6 of this Article II shall conduct a hearing or hearings at which both parties shall have the opportunity to present relevant information regarding the unresolved issues. The arbitrator shall make findings of fact and recommendations concerning the unresolved issues. In making his findings of facts and recommendations, the arbitrator shall consider the factors set forth below:

(a) Past collectively bargained agreements, if any, between the parties;

(b) Comparison of the positions of the College and Association on the unresolved issues and the terms and conditions of employment of other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;

(c) The interests and welfare of the public, the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;

(d) The lawful authority of the public employer;

(e) The stipulations of the parties;

(f) Such other factors, not confined to those listed in this section, which are normally or traditionally taken into consideration in the determination of the issues through voluntary collective bargaining, mediation, fact-finding, or other impasse resolution procedures in the public service or in private employment.

Section 8. The cost of the arbitrator and any other costs of conducting the hearing shall be borne equally by the parties, except that each shall bear the costs of its own witnesses and representatives. Should either party request a transcript, it shall be made and shall be the official record of the hearing. The party requesting the transcript shall bear its cost, unless the other party obtains a copy, in which case the cost shall be borne equally.

Section 9. If the College and the Association are unable to reach agreement within seven days after the publication of findings and recommendations from the arbitrator, the Employees shall have the right to strike if the Association gives to the College a ten-day prior written notice of its intent to strike and of the time, date, and place of any strike.

Section 10. The procedures set forth above in Sections 1 through 9 of this Article II shall be in lieu of the settlement of disputes procedures set forth in Chapter 4117, Ohio Revised Code, except and to the extent that they are specifically incorporated herein.

ARTICLE III: GRIEVANCE PROCEDURE

Section 1. A grievance, as that term is used in this Agreement, means a dispute between an Employee or Employees and the College, or between the Association and the College, concerning the interpretation or application of any specific provision of this Agreement.

Section 2. No grievance, the basis for which occurred before the effective date of this Agreement or after the expiration date of this Agreement, shall be considered or be subject to adjustment under this Article. The grievance procedure established herein shall be the exclusive remedy available to any Employee or to the Association for any alleged breach of this Agreement. Any grievance not delivered or processed within the time limits and the procedures established herein shall be considered withdrawn, and thereafter may not be delivered for consideration or made the basis for any action under this Agreement or otherwise.

Section 3. A grievance shall be processed in the following manner:

Step 1. The grievance of an Employee or Employees shall first be presented to the Employee's immediate supervisor by the grievant.

Step 2. Should the supervisor not dispose of the grievance to the satisfaction of the grievant and the matter is to be processed further, or in the case of an Association grievance, the grievance shall be reduced to writing, stating the basic facts on which it is based, the written provision or provisions of this Agreement claimed to have been violated, and a statement of the adjustment desired and shall be signed by the individual grievant, or, in the case of an Association grievance, by a representative of the Association. The written grievance must be delivered to the Director of Instruction, or his designee, within seven (7) calendar days after the event or incident on which the grievance is based.

Step 3. Should the Director of Instruction not dispose of the grievance to the satisfaction of the grievant and the matter is to be processed further, the Association must deliver the written grievance to the Academic Dean, or his designee, within twenty-one (21) calendar days after the facts or events on which the grievance is based. The Academic Dean, or his designee, shall meet to discuss the grievance with the grievant and a representative of the Association upon written request by the Association.

Section 4. An Employee or Employees may not seek to enforce this Agreement by legal action of any sort or otherwise, except by the filing of a grievance as provided in Steps 1 and 2 of Section 3 of this Article III.

Section 5. The time limits set forth in this Article may be extended by the mutual agreement in writing of the representatives of the College and the Association.

ARTICLE IV: ARBITRATION PROCEDURE

Section 1. Should the Academic Dean not dispose of the grievance to the satisfaction of the Association and the matter is to be processed further, the Association, but not an individual

Employee, must deliver a notice of intent to arbitrate to the Academic Dean not less than forty-five (45) days, nor more than sixty (60) days, after the facts or events on which the grievance is based.

Section 2. Upon receipt by the College of the Association's notice of arbitration, the College and the Association shall meet and seek to agree upon an arbitrator to hear and decide the dispute. If the College and the Association are unable to agree on an arbitrator within seven (7) calendar days of the time the Association's request for arbitration is received by the College, the College and the Association shall jointly request the American Arbitration Association to appoint an arbitrator. The selection of the arbitrator shall be in accordance with the rules and procedures of the American Arbitration Association. Except as otherwise provided in this Agreement, the rules of the American Arbitration Association shall apply to an arbitration conducted under this Article IV.

Section 3. Unless otherwise agreed by the College and the Association, the arbitrator shall render his decision in writing. If such decision is in conformity with the powers granted to the arbitrator in this Agreement, it shall be final and binding on the College and the Association. The sole function of the arbitrator shall be to interpret the express terms of this Agreement and to apply them to the specific facts presented at the arbitration hearing. The arbitrator shall have no power or authority to change, amend, modify, ignore, add to, delete from or otherwise alter this Agreement; nor to go beyond the issue raised by the original grievance; nor to rely on any issue not disclosed during the grievance procedure; nor to find a violation of any provision of the Agreement not specifically identified in the written grievance submitted at Step 2 of Section 3 of Article III of this Agreement; nor to determine a grievance the cause of which arose prior to the date of the execution of this Agreement or which shall arise after the termination date of this Agreement; nor to grant any monetary award which is noncompensatory or punitive in nature; nor to grant any monetary award to an Employee who has not signed the grievance as an aggrieved Employee when it was presented in Step 2 of Section 3 of Article III of this Agreement; nor to grant any monetary award for a period exceeding twenty (20) calendar days prior to the date of the filing of the written grievance in Step 2 of Section 3 of Article III of this Agreement.

Section 4. The costs of the proceedings, including the expenses and compensation of the arbitrator and the rental of facilities, if any, shall be borne equally by the College and the Association. If either party requests a transcript and exhibits for the arbitrator, they shall be made and shall be the official record of the hearing. The cost of the transcript shall be borne by the party requesting it, except where the other party requests a copy of the transcript in which case the cost of the transcript shall be borne equally by both the College and the Association. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expenses of witnesses called by the other.

ARTICLE V: ASSOCIATION MEMBERSHIP, DUES CHECKOFF, AND USE OF FACILTIES

Section 1. Each Employee may join or refrain from joining the Association without interference by either the College or the Association.

Section 2.

(a) During the term of this Agreement, the College agrees to honor any voluntary, duly executed, and unrevoked DUES CHECKOFF AUTHORIZATION form, as set forth below, filed with it by or on behalf of any Employee covered by this Agreement. Pursuant to any such DUES CHECKOFF AUTHORIZATION, the College will deduct the amount the Association certifies to be due to the Association as periodic dues of members of the Association established by it in accordance with its constitution and bylaws, from the compensation, if any, payable to any such Employee during the months of October through August. The College agrees to forward the amounts deducted during any calendar month, together with a list of Employees and the amount deducted to the Association during the month after the calendar month in which the deductions were made. Upon termination of this Agreement all DUES CHECKOFF AUTHORIZATIONS received from Employees shall be automatically revoked and all obligations of the College to deduct the set amount of Association membership dues from the compensation of its Employees shall cease.

(b) The DUES CHECKOFF AUTHORIZATION form shall contain the provisions of the "Standard Annual Payroll Deduction Statement" as set forth in Ohio Education Association form MEM-TCH for 1985-1986 Enrollments. It shall not include the provisions of the "Continuing Payroll Deduction Statement", which is on that form, and the signature of an Employee on that form shall not result in the "Continuing Payroll Deduction Statement" having any force or effect.

(c) The Association will indemnify and hold harmless the College against all claims arising out of the College's compliance with the provisions of this Article V.

Section 3. The Association may use College facilities upon advance written application to and approval by the College. The College will approve such applications when the use would not conflict with normal college activities, prior approved use, or normal practice regarding use of such facilities by the staff and/or the public. Building and facility use will be confined to times within normal custodial shifts. Use of facilities according to the above conditions will be at no charge to the Association. If approval is granted for use of College facilities at times outside normal custodial shifts or for activities which require a rental fee from public groups, the Association shall be required to pay any costs incurred by the College as well as any rental fees which may apply.

Section 4. An agent of the Association who is not an Employee may request, and be granted, access to College premises on the same terms and pursuant to the same procedures as those on which access to College premises is granted to members of the general public.

Section 5.

(a) No Employee shall engage in any Association Activity during the Academic Work Week or at other times when he is responsible for performing an assignment of the College as set forth in Article VIII, without prior consent of the College. Consent may be granted or withheld in the sole discretion of the College. Association Activity includes all activities by an Employee with, for, or on behalf of the Association or an officer or agent of the Association, who is acting in that capacity, or in furtherance of a right of an Employee under this Agreement. Association Activity includes but is not limited to, Association meetings, whether formal or informal, filing or processing of grievances, investigation of grievances, and the handling of Association business or matters, except as provided in Section 5(b) of this Article V.

(b) Whenever Employees are mutually scheduled by the parties to participate during the Academic Work Week in negotiations, grievance meetings, and meetings or conferences with College officials, they shall suffer no loss of pay.

Section 6. The College shall furnish to the Association, at no cost, within a reasonable time of a written request, the following as they become available:

(a) Institutional Budget Report.

(b) Projected Budget Report.

(c) Faculty Service Report.

(d) Academic and Non-academic Personnel Inventory.

(e) Budget Breakdowns (all departments).

(f) Salary and Classifications for all Full-time Employees.

(g) Salaries and Classifications for all Supplemental Contracts.

(h) Monthly Financial Statements.

Section 7. The College shall provide to the Association a copy of the Agenda for each meeting of the Board of Trustees of the College. This Agenda shall be sent to the Association President within forty-eight (48) hours of the time it is sent to the members of the Board of Trustees.

Section 8. An Employee may, upon request, be represented by a representative of the Association during that part of any meeting at which the College notifies an Employee that the College is taking disciplinary action against him.

Section 9. The College will permit the Association to post official notices of Association business on a bulletin board on each campus designated by the College for that purpose. Each such notice shall be signed by an authorized representative of the Association and shall constitute an official Association notice.

Prior to posting, each such notice shall be submitted by the Association to the Academic Dean or his designee.

Section 10. Association officials may place official Association notices, signed by an authorized representative of the Association, in the mail boxes of Employees in the College's internal mail system.

Section 11. Upon written application from the Association, Association officers and Employees who have been duly selected as delegates shall be granted a total leave or leaves of absence to attend Association conventions or conferences for periods not exceeding ten (10) total work days during an Academic Year; provided that such written application is submitted at least thirty (30) days in advance of the start of such leave and further provided that such leave shall be limited to two (2) Employees at any time. The first four (4) such days during an Academic Year shall be without loss of pay. Any such days beyond four (4) during an Academic Year shall be without pay.

ARTICLE VI: DISCIPLINE AND DISCHARGE

Section 1. The College will not discharge or discipline an Employee during the term of his individual contract, or decline to offer an Employee a contract for the next Academic Year, without just cause, provided, however, that this Article VI shall not apply to the nonrenewal of the contract of an Employee who will not have completed more than two (2) Academic Years as an Employee of the College at the end of the current Academic Year or to the nonrenewal of a contract for the reasons set forth in Section 3(d) and (g)-(i) of Article XVI of this Agreement.

Section 2.

(a) In the event the College is formally considering the discharge of an Employee during the term of his individual contract, or declining to offer an Employee a contract for the next year in circumstances to which this Article VI applies, it shall give written notice to the Employee that such action is under consideration. This notice shall summarize the reasons under consideration.

(b) An Employee who is given such notice may request a hearing before the Academic Dean within seven (7) calendar days of his receipt of it. This request shall be in writing and shall include a summary of the reasons the Employee contends the action should not take place and identify the written provision or provisions of this Agreement, if any, claimed to have been violated.

(c) The Hearing before the Academic Dean shall take place within seven (7) calendar days after the Academic Dean receives the hearing request.

(d) The College shall set forth at the hearing the reasons for which it is considering discharge of, or declining to offer a contract to, the Employee. The Employee may ask questions concerning these reasons and present relevant information. The Employee may at his option be represented by the Association or a person designated by the Associaton at this hearing.

(e) An Employee who invokes the hearing procedure set forth in this Section 2 of Article VI may not file a grievance pursuant to Section 3 of Article III, provided, however, that the Employee's request for a hearing pursuant to Section 2(b) shall be considered to be a grievance for the purposes of Section 4 of Article III and Section 1 of Article IV.

Section 3. Following the hearing set forth in Section 2 of this Article VI, the College shall review the information and reasons presented at the hearing and the Employee's personnel file and decide whether to discharge, or decline to offer a contract to, him. The Employee will be given notice of this decision.

ARTICLE VII: INSTRUCTIONAL WORKLOAD

Section 1.

(a) The "Contract Year" begins on September 1 of each calendar year and ends on August 31 of the following calendar year. The "Academic Year" begins on September 1 of each calendar year and ends on June 30 of the following calendar year. Employees, other than Librarians and those who teach nursing, may be assigned to perform duties, as set forth in Article VIII, during the period beginning two weeks prior to the first day of classes of the Fall Quarter and ending with graduation at the end of the Spring Quarter or completion of all required reports and records, whichever is later.

Librarians may be assigned to perform duties, as set forth in Article VIII, during the period beginning on September 1 of each calendar year and ending on June 30 of the following calendar year. Each Employee, other than a Librarian or an Employee who teaches nursing, shall be assigned to perform such duties on not more than one-hundred, seventy-six (176) days during the Academic Year. A Librarian shall be assigned to perform such duties on not more than two-hundred, seven (207) days during the Contract Year. An Employee who teaches nursing shall be assigned to perform such duties on not more than two-hundred, thirty-six (236) days during the Contract Year. An Academic Year includes three (3) Quarters in the following order: Fall, Winter, and Spring. Each Quarter consists of eleven (11) weeks of instructional responsibilities. Days of work during an Academic Week are all days on which an Employee is assigned, or could be assigned, to teach a class, provided, however, that an Employee shall not be considered to have worked on more than five (5) days in any Academic Week.

(b) The number of "Credit Hours" worked by an Employee who is responsible for instruction in a class is the same as the number of College credits students who enroll in that class may receive toward a degree because of that instruction.

(c) A "Class Preparation", except as provided in Article VI, Section 5, includes all activities of an Employee in planning, organizing, and becoming ready to instruct students in a particular College class within the approved curriculum as set forth in the College catalog. Preparations for multiple sections of the same class constitute one preparation.

(d) A "Contact Hour" worked by an Employee is a regular, scheduled hour of student contact, which occurs each week during a Quarter and is in a classroom or other recognized instructional setting, during which the Employee is responsible for instruction of students who enroll in the class and may receive credit for that instruction. Contact with students during academic counseling and advising, office visits, office hours, extra curricular activities, orientation and conferences, College convocations, and all other similar activities do not constitute Contact Hours.

(e) An "Academic Workweek" is a week during an eleven (11) week Quarter.

Section 2. The Normal Instructional Workload to which an Employee, other than a Librarian or one who teaches nursing, may be assigned during the Fall, Winter, and Spring Quarters is defined as:

(a) Forty-five (45) Credit Hours, usually fifteen (15) Credit Hours in each such Quarter,

(b) No more than ten (10) different Class Preparations, and

(c) Forty-five (45) Contact Hours, usually fifteen (15) Contact Hours in each such Quarter.

Section 3. The Normal Workload to which a Librarian may be assigned is defined as forty (40) hours during a week.

Section 4. The Normal Instructional Workload to which an Employee who teaches nursing may be assigned during an Academic Year is defined as:

(a) Fifty-two (52) Credit Hours, usually thirteen (13) Credit Hours in each such Quarter,

(b) No more than fourteen (14) different Class Preparations, and

(c) Seventy-five (75) Contact Hours.

Section 5. Assignments in excess of those set forth above in Sections 2(a)-(c), 3, and 4(a)-(c) constitute an "Overload". Overload for an Academic Year shall be determined at the beginning of the Spring Quarter (Summer Quarter for Employees teaching nursing) of that Academic Year, including assignments for that Quarter. Employees may be assigned one class per quarter that results in an Overload.

Section 6. In special circumstances and with the consent of the Employee involved, the Normal Instructional Workload may be exceeded without compensation for an Overload.

Section 7. The number of Credit Hours, Class Preparations, and Student Contact Hours in the instructional workload of an Employee who is engaged in individualized instruction, other non-traditional teaching schedules or assignments, or special projects or assignments shall be calculated by the College so that they are reasonably equivalent to those of Employees engaged in traditional teaching assignments which require reasonably equivalent time, effort, training, preparation, responsibility, skill, and ability, overall. The Employee and his immediate supervisor shall meet to discuss this calculation before it becomes final.

Section 8. An Employee may notify the College of his desire to teach during the Summer Quarter. This notification shall identify the classes the Employee desires to teach. Teaching assignments for the Summer Quarter will be offered to qualified Employees who have so notified the College before they are offered to other persons.

ARTICLE VIII: COMPENSATION

Section 1. The annual salary for each Employee who teaches a Normal Instructional Workload during an Academic Year is determined pursuant to Appendix A, which is entitled, "Salary Index System". The index number set forth in Appendix A which applies to an Employee shall be multiplied by the Base Salary set forth in Section 4 of this Article VIII to determine his salary. In Appendix A:

(a) "Years with Southern" means completed full years of teaching experience at Southern State Community College as of the beginning of an Academic Year.

(b) "Degree" means the highest degree or degree and additional quarter credits or equivalent attained by the Employee in an undergraduate or postgraduate institution of higher education reasonably related to the subject matter area in which he is responsible for instruction, or to other assigned duties. Unless otherwise agreed in advance and in writing by the College and the Employee, only credits in graduate level courses shall be considered in placing Employees on the Salary Index System above the Bachelors Degree level.

(c) Experience of an Employee means full years of full-time college teaching experience at a degree granting institution in classes from which credits are transferrable to the College and other experience related to the subject matter area in which that Employee is responsible for instruction and is calculated as follows:

(1) Full years of full-time college teaching, plus any additional years of related experience, as defined above, but only to a maximum of ten years for each Employee shall be considered.

(2) For each full year of full-time college teaching included for consideration in the ten years of experience of an Employee in Section 1, subsection (c)(1), above, one year of experience shall be awarded to that Employee.

(3) For each full year of related experience included for consideration in the ten years of experience of an Employee in Section 1, subsection (c)(1), above, one-half year of experience shall be awarded to that Employee.

Up to five years of service by an Employee in the armed forces of the United States shall be included in this calculation as if it were full years of full-time college teaching. For an Employee who is a Librarian, full years of performing duties as a full-time librarian at a degree granting institution from which credits are transferrable to the College shall be included in this calculation as if it were full years of full-time college teaching experience. Experience shall be calculated to the nearest one-half year and the index number of an Employee may be determined by interpolation between index numbers set forth in Appendix A.

Section 2. The annual salary for a Librarian who works a Normal Workload during an Academic Year is determined by multiplying the annual salary determined pursuant to Section 1 of this Article VIII, by 1.11.

Section 3. The annual salary for each Employee who teaches a Normal Instructional Workload in nursing during an Academic Year is determined by multiplying the annual salary determined pursuant to Section 1 of this Article VIII, by 1.33.

Section 4. Base Salaries during the term of this Agreement shall be:

Eff. 9/1/86	Eff. 1/1/88	Eff. 1/1/89
$14,100	$14,400	$14,900

Section 5. Unless an Employee agrees to work a teaching assignment that creates an Overload without compensation, an Employee, other than one who teaches nursing, whose assigned schedule results in an Overload for an Academic Year will be paid as follows:

(a) $250.00 for each Credit Hour of instruction in excess of forty-five (45) Credit Hours, or, if more than ten (10) different Class Preparations are assigned, $250.00 for each Credit Hour of instruction in the class or classes with the fewest number of Credit Hours which would, if removed from the Employee's assignment, reduce the number of Class Preparations to ten (10), whichever is less, and

(b) $60.00 for each Contact Hour in excess of forty-five (45) Contact Hours, plus the number of Credit Hours for which he is entitled to payment pursuant to Section 5(a) of this Article VIII.

Section 6. An Employee whose assigned schedule teaching nursing results in an Overload for an Academic Year will be paid as follows:

(a) $250.00 for each Credit Hour of instruction in excess of fifty-two (52) Credit Hours, or, if more than fourteen (14) different Class Preparations are assigned, $250.00 for each Credit Hour of instruction in the class or classes with the fewest number of Credit Hours which would, if removed from the Employee's assignment, reduce the number of Class Preparations to fourteen (14), whichever is less, and

(b) $60.00 for each Contact Hour in excess of the sum of seventy-five (75) Contact Hours, plus the number of Credit Hours for which he is entitled to payment pursuant to Section 6(a) of this Article VIII.

Section 7. An Employee, other than an Employee teaching nursing, who teaches during the Summer Quarter shall be paid two percent (2%) of the applicable Base Salary set forth in Section 4 of this Article VII, multiplied by the index number set forth below with respect to the Degree which applies to that Employee for each Credit Hour of instruction:

Degree	Index Number
Less than Bachelors	.899
Bachelors	1.000
Masters	1.141
Masters plus 30 Credits	1.268
Masters plus 45 Credits	1.373
Doctors	1.478

In addition, such Employee shall be paid $60.00 for each Contact Hour in excess of the number of Credit Hours taught.

Section 8. An Employee shall be paid fifty dollars ($50.00) for a student he teaches in an independent studies course if teaching that student results in the Employee teaching an Overload. An Employee who teaches Overload because he teaches an independent studies course shall not receive compensation for Overload pursuant to Sections 5 or 6 of this Article VIII.

Section 9.

(a) Each Employee will be paid his annual salary set forth in his Individual Contract in twenty-four (24) equal installments. Payments will be made on the fifteenth and last days of each month.

(b) Compensation for assignments during the Summer Quarter will be made during the time period in which this work is performed. Compensation for an Overload will be paid during the first four (4) weeks of the Spring Quarter.

ARTICLE IX: EMPLOYEE RESPONSIBILITIES

Section 1. An Employee shall be responsible for, and devote reasonable and necessary time and effort to, preparation and instruction; Office Hours; academic counseling and advising; orientation, meetings, and conferences; College committee work for which an Employee volunteers; in the case of a Librarian, library duties; and other professional duties of a similar nature that may be assigned by the College from time to time.

Section 2. During an Academic Workweek an Employee, other than a Librarian, is required to be on campus for thirty-two (32) hours. An Employee who is assigned to work as a Librarian is required to be on campus for forty (40), and only forty (40), hours during a week. When an Employee is required by the College to perform an assignment which requires the Employee to be off campus, necessary time spent performing that assignment is time on campus within the meaning of this Section 2 of Article IX.

Section 3. During the two weeks prior to the first day of classes of the Fall Quarter, Employees may be assigned up to five (5) days of duties on campus, including Employee orientation and student advising and counseling.

Section 4. During the periods of time prior to the Fall Quarter and between the Fall and Winter Quarters,

(a) Employees, other than Librarians, may be assigned to perform the following duties on campus:

  (1) Academic counseling and advising of students, including during registration of students, and

  (2) Attend educational, developmental, or professional meetings, orientation, conferences, seminars, and workshops.

(b) Employees, other than Librarians and those who teach nursing, shall not be assigned to perform any duties for a period of time of at least ten (10) consecutive calendar days including Christmas Day and New Year's Day. Employees who teach nursing shall not be assigned to perform any duties for a period of time of at least fourteen (14) consecutive calendar days including Christmas Day and New Year's Day.

(c) No assigned duties will extend more than nine (9) hours from beginning of first duty to the end of the last duty on a day, without agreement of the affected Employee.

(d) The schedule of these days will be placed on the College calendar.

(e) If these assignments are at locations that are outside of the normal business area of the College, the College will pay total mileage and other ordinary and necessary business expenses which the Employee incurs in completing each such assignment.

Section 5. No Employee shall be assigned, without his consent, to teach:

(a) A class that is scheduled to end more than nine (9) hours after the scheduled beginning of his first class on that calendar day,

(b) Classes on more than two (2) campuses in a calendar day, or

(c) Classes on more than five (5) days during an Academic Week, except where the Employee is teaching an Overload.

Section 6. Employees may not be assigned by the College to teach a class or perform other duties on a day on which the College cancels classes for students.

Section 7. A Librarian shall have ten (10) days (Saturday and Sunday excluded) during the period from September 1 of a calendar year through June 30 of the following calendar year during which he shall not be required to perform any duties. Upon thirty (30) days request by the Employee, this time shall be scheduled as far as practical at times desired by the Employee, but the right to schedule such time is reserved to the College to ensure its orderly and efficient operation.

Section 8. No Employee, other than a Librarian, shall be assigned to perform duties on campus during the period between the Winter and Spring Quarters.

Section 9. Preparation and Instruction:

(a) Employees shall be responsible for necessary and reasonable study, planning, and preparation of materials to conduct classes and other teaching and instructional assignments.

(b) Employees shall be present for assigned classes and other teaching and instructional assignments.

(c) Employees shall perform classroom teaching and other teaching and instructional assignments competently, professionally, and to the best of their abilities.

Section 10. Library Duties:

(a) Librarians shall be responsible for necessary and reasonable study, planning, and preparation of materials to perform library duties.

(b) Librarians shall be present at assigned times to perform their library duties.

(c) Librarians shall perform library duties and other library assignments competently, professionally, and to the best of their abilities.

Section 11. Office Hours:

(a) Employees shall schedule Office Hours for student advising and consultation during each Academic Workweek as follows:

  (1) During the Fall Quarter at least ten (10) Office Hours per week.

  (2) During the Winter and Spring Quarters at least five (5) Office Hours per week.

  Office Hours shall be as convenient as possible for both day and evening students.

(b) The Office Hours of each Employee shall be posted in a reasonable location and listed in the office of a designated College administrator.

(c) If a student is unable to meet with the Employee during regularly scheduled Office Hours, they shall meet at a reasonable time mutually agreed on by them.

(d) If an Employee is unable to be present during his scheduled Office Hours, he shall post a notice to that effect in a reasonable location and notify the designated College administrator.

Section 12. Academic counseling and Advising: Each Employee shall be assigned a number of students for whom he shall act as advisor within his area of competence. An Employee may also be assigned to advise within his area of competence students, who are not specifically assigned to him, during periods of registration or in association with his instructional duties.

Section 13. Orientation, Meetings, and Conferences:

(a) Employees shall attend the general orientation and organizational meetings scheduled by the College.

(b) Employees will attend other College and departmental meetings scheduled by the College administration during the Academic Year.

(c) Employees may be consulted periodically throughout the Academic Year by appropriate administrators of the College for purposes related to administration and instruction.

(d) Employees shall attend workshops, lectures, seminars, student/faculty convocations, and other programs held during the Academic Year.

(e) Employees shall attend and participate in the graduation exercises of the College. Employees shall appear in cap and gown (appropriate for current academic degree held). Expenses for academic dress shall be borne by the College, provided, however, that the College shall do so only once for each Employee.

Section 14. Committee Work:

(a) College committee work is optional.

(b) An Employee who agrees to serve on a College committee shall devote reasonable and necessary time and effort to the work of that committee.

Section 15. Employees who enter into supplemental contracts or individual contracts for the Summer Quarter of an Academic Year shall be present at the College and available for work and assignments during the periods of time necessary to perform the duties and functions covered by these contracts, as established by the College.

ARTICLE X: ADVANCEMENT IN RANK

Section 1. Employees of the College are classified in the five academic ranks set forth below. The minimum criteria for an Employee to be promoted to one of these ranks are set forth below:

(a) Assistant Instructor:

(1) Less than an undergraduate degree but with professional work experience in the field of specialization equivalent to an undergraduate degree as determined by the College.

(2) Evidence of potential professional teaching ability.

(3) Evidence of continuing professional interest in furthering educational endeavors.

(b) Instructor:

(1) Undergraduate degree or equivalent professional work experience in the field of specialization as determined by the College.

(2) Evidence of potential professional teaching ability.

(3) Evidence of professional interest in continuing educational endeavors.

(c) Assistant Professor:

(1) Master's degree or equivalent professional work

experience in the field of specialization, which must consist of at least three (3) years of successful full-time college teaching.

(2) Evidence of professional teaching ability.

(3) Evidence of professional interest in continuing education endeavors.

(4) At least three (3) full-time academic years in the previous rank at Southern State Community College for all currently employed SSCC faculty members seeking promotion to this rank.

(d) Associate Professor:

(1) Master's degree plus forty-five (45) additional graduate (quarter) hours of study or equivalent professional work experience in the field of specialization, which must consist of at least five (5) years of successful full-time college teaching.

(2) Evidence of professional ability to teach a variety of subjects and develop curricula where required in fields of specialization.

(3) Evidence of active professional leadership in faculty activities both in and out of the classroom.

(4) Evidence of professional interest in continuing educational endeavors.

(5) At least three (3) full-time academic years in the previous rank at Southern State Community College for all currently employed SSCC faculty members seeking promotion to this rank.

(e) Professor:

(1) Doctor's degree and at least seven (7) years of successful full-time college teaching.

(2) Evidence of professional ability to teach a variety of subjects and develop curricula where required in fields of specialization.

(3) Evidence of active professional leadership in faculty activities both in and out of the classroom.

(4) At least three (3) full-time academic years in the previous rank at Southern State Community College for all currently employed SSCC faculty members seeking promotion to this rank.

Section 2. Rank and compensation are not related.

Section 3. Advancement in rank shall be determined by the College in its sole discretion.

Section 4. To be considered for advancement in rank, an Employee must submit a written request to do so to the designated College administrator.

Section 5. In each of the ranks, Librarians can substitute successful performance of full-time duties as a Librarian at a college level for the full-time college teaching requirement.

ARTICLE XI: INDIVIDUAL EMPLOYEE CONTRACTS

Section 1. Each Employee shall enter into an individual contract with the College. The form of the individual contract is set forth in Appendix B. The salary of the Employee and duration of the individual contract shall be established therein consistent with this Agreement.

Section 2. The duration of individual contracts shall be determined in the sole discretion of the College, provided, however, that an Employee shall not be required to accept an individual contract for a period in excess of one (1) Academic Year.

Section 3. An Employee who has entered into an individual contract for an Academic Year shall be given either a Notice of Intent not to employ for, or offered an individual contract covering, the succeeding Academic Year on or before the end of the Winter Quarter of the current Academic Year.

(a) The employment of an Employee who receives a Notice of Intent not to employ for the succeeding Academic Year shall terminate as of the expiration of his current individual contract.

(b) An Employee who is offered an individual contract covering the succeeding Academic Year shall sign it and deliver it to the College business office on or before twenty (20) days after receipt of the offer. The employment of an Employee who does not sign and deliver the individual contract as set forth above in this subsection (b) shall terminate as of the expiration of his current individual contract.

Section 4. An Employee may enter into a supplemental contract covering duties in addition to those covered by his individual contract. Supplemental contracts shall be governed by the following:

(a) A supplemental contract shall not be effective for more than one (1) year from the date on which it is effective.

(b) Compensation shall be mutually agreed by the Employee and the College.

(c) A supplemental contract may be renewed on the agreement of the Employee and the College.

(d) A supplemental contract shall terminate at the time of the termination of an Employee's individual contract.

ARTICLE XII: HOLIDAYS

Section 1. The following shall be paid holidays for eligible Employees:

(a) The first day of January, New Year's Day.

(b) The third Monday of January, Martin Luther King's Birthday. #

(c) The third Monday in February, Presidents Day. #

(d) The thirtieth day of May, Memorial Day. #

(e) The fourth day of July, Independence Day.

(f) The first Monday in September, Labor Day.

(g) The second Monday in October, Columbus Day. #

(h) The eleventh day of November, Armistice Day.

(i) The fourth Thursday in November, Thanksgiving Day.

(j) The twenty-fifth day of December, Christmas Day.

(k) Other days designated by the State of Ohio or the federal government as state or national holidays on which state employees are not required to work.

Section 2. If the date on which any of the holidays designated by a "#" is changed by the State of Ohio from that shown in Section 1, above, the holiday shall fall on the date established by the state.

Section 3. In the event that a holiday falls on a Saturday, it shall be observed on the immediately preceding Friday. In the event that a holiday falls on a Sunday, it shall be observed on the following Monday.

Section 4. An Employee shall receive his regular compensation on his regular payday for any pay period in which a holiday is observed.

ARTICLE XIII: EMPLOYEE BENEFIT PROGRAMS

Section 1. State Teachers' Retirement System. All Employees who are required to participate in the State Teachers' Retirement System ("STRS") pursuant to state law shall be covered by that plan.

(a) The College and each Employee shall contribute to STRS pursuant to the rates established by state law and regulations.

(b) If permitted by applicable law and regulations, each Employee's compensation shall be reduced by the amount of his share of the required contribution to STRS and the

College shall remit that amount to STRS on behalf of the Employee. The calculation of each Employee's share shall be based on his compensation prior to the reduction for this STRS contribution on his behalf. Each Employee's compensation will, for income tax and other appropriate and permitted purposes, be considered to be reduced by this STRS contribution on his behalf. This method of calculation and payment shall apply to all Employees.

(c) If Section 1(b) of this Article XIII is not permitted by applicable law and regulations, the Employee's share of the required STRS contribution shall be by the Employee through payroll deduction from his compensation.

Section 2. Medical Expense Insurance. The College and the Association have agreed on a plan of group medical insurance for eligible Employees and their dependents, which is described, in general, in Appendix C. This medical expense insurance plan is set forth in detail in the policy or policies of insurance which contain the detailed, specific terms and conditions of the coverage. The medical insurance plan shall remain in effect during the life of this Agreement. The College may change the plan of group medical insurance if the coverage overall is relatively equivalent overall for the Employees in the bargaining unit, treated as a group, provided that the plan, as changed, shall continue to include the coverages set forth in Appendix C, or if the change is the same as that made for other employees of the College who are covered by the same plan of group medical insurance immediately prior to the change. Employees are eligible to participate in this plan of group medical insurance as follows:

(a) Each Employee who is employed by the College shall be eligible for and may elect single or family coverage. The coverage elected shall commence on the first monthly eligibility date after his employment. Family coverage includes coverage of the Employee, his spouse, and all unmarried dependent children under the age of twenty-five (25).

(b) The College shall contribute up to $100.00 per month for single coverage or $250.00 per month for family coverage toward the cost of the coverage an Employee elects. The Employee shall pay, in advance and through payroll deduction, any remaining cost of the coverage he elects.

(c) The Employee is responsible for the payment of all deductibles pursuant to the medical insurance plan.

Section 3. Tax Sheltered Annuities. The College will deduct from the compensation of any Employee and remit to a designated investment organization the amount authorized by an Employee for investment in a qualified tax sheltered annuity plan, if:

(a) The Employee has filed a written authorization with the College business office to make the deduction, and

(b) The Employee has filed the written contract between him and the investment organization, on forms provided by the College.

Section 4. Tuition Waiver:

(a) Employees, spouses of Employees, and the unmarried dependent children of Employees may attend classes at the College without payment of tuition under the following conditions:

  (1) Employees may enroll in and attend classes only if it does not conflict with their normal working hours or with their ability to perform their duties at the College.

  (2) Spouses and each unmarried child, under the age of twenty-one (21) and living with the Employee, may enroll in and attend classes.

(b) The spouse and each unmarried child, under the age of twenty-one (21) and living with the Employee at the time of his death, of an Employee who dies during the term of an individual contract between the Employee and the College shall be entitled to enroll in and attend classes of the College without payment of tuition up to and including the number of classes equivalent to those required for an Associate degree.

(c) The spouse and each unmarried child, under the age of twenty-one (21) and living with the Employee at the time of his retirement, of an Employee who retires after five (5) years of service to the College as an Employee shall be entitled to enroll in and attend classes of the College without payment of tuition up to and including the number of classes equivalent to those required for an Associate degree.

Section 5. Life Insurance. During the life of this Agreement, the College shall provide to each Employee $25,000 of life insurance coverage. An Employee may increase his coverage to the extent permitted by the insurance carrier by paying to the College, in advance, the additional premium required. This additional premium shall be paid by deduction from the Employee's compensation.

Section 6. Tuition Reimbursement. An Employee who establishes a professional development plan, which is related to improving his skills or qualifications in the subject matter area for which he is responsible for instruction, and which is approved in advance by the College, shall be eligible for tuition reimbursement as follows:

(a) On or before the February 1 prior to the Academic Year in which it will go into effect, the Employee shall submit in writing, his professional development plan for approval by the College.

(b) On or before the March 1 prior to the Academic Year in which they will be taken, or at such later time as is reasonable under the circumstances, the Employee shall identify in writing, the classes he will take. If they are consistent with his professional development plan and do not interfere with the performance of his duties for the College, they will be approved for participation in the tuition reimbursement pool.

(c) Prior to the February 1 before each Academic Year the College will post a notice establishing the amount of the tuition reimbursement pool for that Academic Year.

(d) All Employees who received prior approval from the College for classes taken and who completed them with a passing grade shall share in the tuition reimbursement pool, subject to the following limitations:

   (1) The tuition reimbursement pool for an Academic Year shall be shared proportionally by all eligible Employees, based on the amount of tuition paid for approved classes.

   (2) No Employee shall receive more than fifty percent (50%) of the tuition paid for approved classes taken during any Academic Year.

   (3) No Employee shall receive more than $1,000 for approved classes taken during any Academic Year.

   (4) Payments shall be made only to Employees who continue to be Employees of the College on November 1 of the Academic Year after that in which the approved classes were taken, and payments shall be made on or about November 15 of the latter Academic Year.

(e) The College will receive and consider recommendations from the Faculty Development Committee concerning expenditure of tuition reimbursement funds.

Section 7. Professional Days. Upon prior written application to the College, an Employee may in the discretion of the College be granted permission to attend, during time periods when he is responsible for performing duties for the College, educational and professional activities without loss of pay. If approved at the time permission is granted, the College shall reimburse the Employee for all, or a portion, of the expenses of such attendance. The Employee shall submit such evidence of attendance and expenses incurred as the College requires.

Section 8. Travel Expense Reimbursement. The College shall reimburse Employees for ordinary and necessary business expenses incurred by an Employee in the course of completing work assignments. Reimbursement is limited to amounts reimbursable to employees of the State of Ohio under applicable rules and regulations. Ordinary and necessary business expenses include transportation expenses incurred for mileage between campuses of the College in a personal vehicle when an Employee is required by the College to be on more than one campus on a day, but does not include commuting expenses.

Section 9. Professional Memberships. The College shall, on proof of payment of dues, reimburse each Employee for the reasonable cost of annual dues for membership by that Employee in one (1) professional organization related to the subject matter area in which he is responsible for instruction, if the Employee submitted a request in advance for approval, identifying the organization and the amount of dues, and the College approved it.

Section 10. Personal Days. Upon request to the College, a personal leave of absence without loss of pay shall be granted to an Employee. This request shall be made, if possible, two (2) days before the commencement of the leave, or as soon as possible. No Employee may be granted more than two (2) days of such personal leave during an Academic Year. Entitlement of personal leave days shall expire at the end of each Academic Year.

ARTICLE XIV: LEAVES OF ABSENCE

Section 1. Each Employee who is required to serve on a duly constituted jury or to appear as a witness in a legal action in which he is not a party shall be granted a leave of absence for the time he is required to serve or appear. The difference between gross jury or witness pay received by the Employee and his regular compensation for the period involved will be paid by the College for a period not to exceed sixty (60) days in any academic year. The Employee must make every effort to fulfill his responsibilities to the College when his presence in court is not required. Documents evidencing the requirement of jury service or witness appearance must be presented to the College prior to the granting of this leave. The College may require the Employee to provide satisfactory evidence of his actual performance of jury duty or appearance as a witness and of the amount of jury or witness pay received.

Section 2. Upon completion of all requirements set forth below and approval by the College, an Employee may, after completing at least five (5) academic years of service to the College, be granted a professional leave of absence for the purpose of acquiring professional or technical experience in his field, or for advanced study. Professional leaves of absence shall be taken without pay or benefits, and normally shall not exceed one (1) calendar year in length. The granting of a professional leave of absence shall be in the discretion of the College and shall be subject to the following conditions:

(a) A written request for a professional leave of absence must be submitted in writing to the appropriate director.

(b) A request for a leave of absence shall contain the proposed dates of commencement and termination of the leave and a complete statement of the reasons for which the leave is sought, and the proposed professional or technical experience or advanced study to be undertaken.

(c) If a professional leave of absence is granted by the College, notification of the authorized dates of commencement and termination of the leave and of the professional or technical experience or course of study for which it was granted shall be provided to the Employee.

(d) At least ninety (90) days prior to the termination of a professional leave of absence, the Employee shall notify the College in writing of his continuing intent to return to work following the termination of the professional leave of absence. Failure to provide this written notification shall result in the termination of the Employee's employment status with the College, effective on the last date on which such notice could be properly submitted.

(e) An Employee returning from a professional leave of absence will be placed in the position he held before the commencement of the leave, or in a similar position.

Section 3. Each Employee shall be granted a military leave of absence to serve on duty in the military forces of the United States. An Employee's rights upon his return from a military leave of absence are governed by applicable law.

Section 4.

(a) An employee shall be granted paid sick leave at a rate of 1.25 days per month, for twelve (12) months in a year, for the duration of his contract period of employment with the College. Sick leave may be accumulated to a maximum of 210 days. Any unused sick leave, accumulated by an Employee while in the employment of any state agency or public school system in Ohio, will be placed to his credit, subject to the maximum limit of 210 days as set forth above. An Employee may use accumulated sick days, with the approval of his supervisor, and receive compensation at his regular rate for any of the following reasons:

(1) The inability to perform work because of illness, accident, injury, surgical procedure, or other condition, including the inability to work for reasons associated with pregnancy. Included are days of absence for which the Employee has been granted a medical leave of absence.

(2) Absences for reasons of:

a. Exposure to communicable disease that may result in the infection of others; or

b. Illness, injury, accident, or death of members of the Employee's immediate family.

(b) An Employee who has ten (10) or more years of employment with any state agency or public school system in Ohio may at the time of retirement request payment based on the number of days of paid sick leave to his credit under this Section 4. For purposes of this Section 4(b), retirement means retirement under the State Teachers Retirement System. The payment shall be according to the following conditions:

(1) Payment shall consist of one-fourth (1/4) of the number of days of paid sick leave to the credit of the Employee at his rate of pay at the time of his retirement.

(2) The maximum payment allowed is one-fourth (1/4) of the number of days of paid sick leave to the credit of the Employee up to the following maximum number of days set forth below:

(a) Effective September 1, 1986, up to thirty-six (36) days.

(b) Effective September 1, 1987, up to thirty-seven (37) days.

(c) Effective September 1, 1988, up to thirty-eight (38) days.

(3) Upon payment to an Employee under this Section 4(b), all paid sick leave to his credit shall be cancelled and may not, thereafter, be used for any purpose.

(4) Payment pursuant to this Section 4(b) shall be made to an Employee only once during his lifetime. If an Employee who receives a payment pursuant to this Section 4(b) returns to employment with any state agency or public school system in the State of Ohio, he may accrue paid sick leave as provided in Section 4(a), but he may not receive a second payment pursuant to this Section 4(b) at the time of any subsequent retirement.

(5) This Section 4(b) does not apply to any termination from the employment of the College, other than retirement.

Section 5. Upon written request to the College, a leave of absence, or a renewal thereof, without pay for child care shall be granted to an Employee who has completed two (2) or more full Academic Years as an Employee of the College.

(a) The request shall, if possible, be made thirty (30) days before the date of commencement of the leave, or as soon as possible.

(b) The initial leave shall be granted through the end of the Academic Year in, or for, which it is requested. A renewal of the leave for one (1) additional Academic Year shall, on proper request, be granted.

(c) On or before the end of the Winter Quarter in any Academic Year in which an Employee is on child care leave, he shall give written notice to the College of his intentions for the next Academic Year. This notice shall specify that he (1) shall return to work at the beginning of the next Academic Year, (2) resigns, or (3) requests an additional Academic Year of child care leave (if eligible). Failure to give this notice on time constitutes a resignation of employment with the College.

(d) An Employee who returns to work from a child care leave of absence will be placed in the position he held before the commencement of the leave, or in a similar position. No additional child care leave shall be granted to that Employee for a period of two (2) Academic Years following his return.

ARTICLE XV: WORK STOPPAGES AND LOCKOUTS

Section 1. During the life of this Agreement and the procedures set forth in Article II of this Agreement, the

Association shall not authorize or engage in any interruption of the functions and operations of the College, including but not limited to strikes, slowdowns, stoppages of work, or any other similar refusal to perform and carry out the duties and responsibilities of Employees in any manner or degree.

Section 2. No Employee shall engage or encourage others to engage in any of the activities described in Section 1, above.

Section 3. During the life of this Agreement, the College agrees that there shall be no lockout of Employees.

ARTICLE XVI: SENIORITY

Section 1. Seniority is defined as the length of continuous full-time service as an Employee.

Section 2. The College will furnish to the Association a list showing the seniority of each Employee on or about October 15 of each year.

Section 3. An Employee's seniority and employment status shall terminate if:

(a) He resigns.

(b) He is discharged for just cause.

(c) He has not entered into an individual contract, pursuant to Article X of this Agreement, for the following Academic Year.

(d) He has been absent from work because of illness or injury through the end of the Academic Year following the Academic Year in which he utilizes the last of his paid sick leave under Section 4 of Article XIII.

(e) He fails to report for work at the time at which he is scheduled to report on or after the beginning of an Academic Year, unless an excuse acceptable to the College is given.

(f) He retires.

(g) He has been laid off through the end of the Academic Year following either the Academic Year during which he was laid off, or the Academic Year for which the College declined to offer him an individual contract, whichever applies.

(h) He has failed to notify the College of his intent to return from layoff within forty-eight (48) hours (Saturday and Sunday excluded) after he is notified of recall from layoff, unless this time period is extended by agreement of the College and the Employee.

(i) He has failed to report for work within fourteen (14) days, or such longer time as the College and Employee may agree, of the date that the recall notice is mailed, telephoned, or telegraphed to the most recent address or telephone number contained in College records, unless an excuse acceptable to the College is given.

Section 4. A former Employee who is employed by the College in a position outside this bargaining unit shall retain seniority accumulated in this bargaining unit, but shall not accumulate additional seniority.

ARTICLE XVII: FILLING OF VACANCIES

Section 1. When the College determines that a vacancy exists for an Employee during the Academic Year, for a teacher, during the Summer Quarter, or for a teacher to perform a . supplemental contract, the College shall post a notice identifying the vacancy for a period of seven (7) calendar days in a reasonably conspicuous place on each College campus. The College may, at the same time, advertise such vacancy to persons other than Employees. An Employee, who has accepted an individual contract for the following Academic Year, shall be considered for any such vacancy if he notifies the Academic Dean of his desire to be considered within seven (7) calendar days of the posting of the notice of the vacancy. Employees who are on layoff will be considered for any such vacancy.

Section 2. Following this posting period, the College shall consider the following in filling any such vacancy:

(a) Skill and ability.

(b) Work performance.

(c) Education and training.

(d) Experience.

(e) The overall staffing needs of the College.

(f) The availability of candidates who are not Employees.

(g) The qualifications of remaining Employees to perform remaining assignments.

(h) The fiscal and budgetary circumstances of the College.

(i) Seniority.

Section 3. An Employee who gives notice to the Academic Dean pursuant to Section 1 of this Article XVII, and who is not assigned to the vacancy, shall be notified of that fact and, if requested, the reason.

ARTICLE XVIII: REDUCTIONS IN FORCE

Section 1. When the College determines that a reduction in force among Employees is necessary during an Academic Year, Employees, including those under individual contracts, shall be subject to being laid off. In determining who shall be laid off, the College shall consider the following factors:

(a) Skill and ability.

(b) Work performance.

(c) Education and training.

(d) Experience.

(e) The overall staffing needs of the College.

(f) The qualification of remaining Employees to perform the remaining assignments.

(g) Seniority.

Section 2. An Employee who is scheduled to be affected by a reduction in force shall be sent notice of the reason for his selection.

Section 3. In determining the order in which the College shall recall Employees from layoff, the factors set forth in Section 1 of this Article XVIII, and the reverse order of layoff shall be considered.

Section 4. The College will make reasonable effort to assist Employees who are on layoff in obtaining other employment.

ARTICLE XIX: ASSIGNMENTS AND TRANSFERS

Section 1. The College shall establish and publish a schedule of classes and Employee teaching assignments for each Quarter of an Academic Year approximately four (4) weeks prior to the end of the previous such Quarter. Employees who wish to be considered for specific teaching assignments may give notice to the College at least six (6) weeks prior to the end of such previous Quarter.

Section 2. An Employee who wishes to be considered for an assignment to teach an additional class or classes to which no Employee has been assigned in the schedule of classes shall give written notice to the College within five (5) calendar days after its publication.

Section 3. In assigning Employees who have given notice as provided in Section 2 of this Article XIX, the College shall consider the following factors:

(a) Skill and ability.
(b) Work performance.
(c) Education and training.
(d) Experience.
(e) The overall staffing needs of the College.
(f) The qualifications of remaining Employees to perform remaining assignments.

(g) Seniority.

Section 4. Before non-Employees are assigned to teach such classes, Employees who have given notice as provided in Section 2 of this Article XIX and who are qualified to do so, shall be assigned to teach such classes, provided, however, that no Employee has been assigned to teach more than twenty (20) Credit Hours in any Quarter of an Academic Year.

Section 5. After the assignment of Employees as provided in Section 4 of this Article XIX, the College may, in its discretion, reassign and transfer Employees because new classes or sections of courses are offered or classes or sections of courses are eliminated from the schedule.

ARTICLE XX: PERSONNEL FILES AND EMPLOYEE EVALUATION

Section 1. The College may, from time to time, formally and informally evaluate the work performance of Employees. Evaluations shall be performed pursuant to a uniformly applied policy and procedure established by the College. Prior to the first evaluation of an Employee, and prior to the implementation of a new policy and procedure, the College shall explain and provide a copy to the affected Employee or Employees. The Employee shall be given a copy of all written evaluations. Written records of written Employee evaluations shall be retained by the College in an Employee's personnel file.

Section 2. No evaluation which takes place after the end of the Winter Quarter shall be used or considered by the College in determining whether to renew the contract of an Employee for the following Academic Year in circumstances to which Article VI of this Agreement applies.

Section 3. A formal evaluation of an Employee shall be reviewed with the Employee, and he shall be given a copy of it. The College will provide reasonable assistance to an Employee for the purpose of attempting to overcome any deficiencies identified in an evaluation.

Section 4. An Employee shall be given within a reasonable time a copy of all documents and materials, other than those provided to the College by the Employee, which are placed in his personnel file.

Section 5. An Employee shall have reasonable access to his personnel file on request; normally, access will be provided within twenty-four (24) hours (Saturday and Sunday excluded) of the request.

Section 6. An Employee may respond in writing to any evaluation or other document or material contained in his personnel file, and may place a reasonable quantity of documents and materials that are relevant to his qualifications or work performance for the College. Any such response, document, and material will be retained in his personnel file.

ARTICLE XXI: GENERAL PROVISIONS

Section 1. The terms and conditions of this Agreement are subject to all applicable laws, now or hereafter in effect, including regulations, rulings and orders of regulatory commissions or agencies having jurisdiction. If any provision of this Agreement is finally determined by a court of appropriate jurisdiction to be in violation of any law, such provision shall be null and void so long as such law, regulation, ruling, or order remains in effect, but all other provisions of this Agreement shall remain in full force and effect. Any provision of this Agreement which is subject to the approval of any appropriate government agency shall not be effective until such approval is granted.

Section 2. This written Agreement constitutes the entire agreement between the College and the Association and supersedes and replaces any and all agreements, whether written or oral, or express or implied between and concerning the Employees and the College. Any amendment, modification, or addition to this Agreement must be in writing and duly signed by the parties to be effective.

Section 3. Each party hereto unequivocally waives any right to bargain further, as well as any obligation of the other party to bargain further, concerning any subject which is referred to or covered in this Agreement or with respect to any subject or matter that was or could have been proposed and/or discussed in the negotiations resulting in the execution of this Agreement.

Section 4. Whenever the masculine gender is used in this Agreement, it shall also include the feminine gender.

Section 5. Neither the College nor the Association shall discriminate against any Employee on account of that Employee's race, creed, color, national origin, sex, age (as defined in the Age Discrimination in Employment Act of 1967, as amended, or in Ohio law governing age discrimination), or handicap (as defined in the Rehabilitation Act of 1973, as amended, or in Ohio law governing handicap discrimination). The provisions of this Section 5 shall not be subject to the grievance procedure set forth in Article III of this Agreement.

Section 6. The non-exercise by the College or the Association of any right or privilege shall not waive any such right or privilege or their exercise in the future.

Section 7. The College will provide a copy of the Agreement to each Employee within a reasonable period of time after the Agreement becomes effective, or at the time of offer of employment to an Employee, whichever shall occur later. The College and Association shall share equally the cost of printing and binding the Agreement.

Section 8. For purposes of meetings including Employees, the College will make a reasonable effort to schedule a two (2) hour period of time during each Academic Week during which as few Employees as practical are assigned to teach classes.

Section 9. The College shall establish a job description setting forth the duties of each Employee. Each Employee shall be given a copy of his job description. Effected Employees will be advised of new or changed job descriptions during their period of development and will be given an opportunity to comment on them. An Employee shall be given a copy of any change in his job description.

Section 10. The College shall establish committees on curriculum and faculty development, and may from time to time establish other committees. Employees will be offered the opportunity to be members of such committees. Such committees may make recommendations to the College concerning matters considered. The College shall receive and consider any such recommendations.

Section 11. The College shall establish the number of students to be assigned to each class. No more than this number may be assigned without the agreement of the instructor of the class.

Section 12. The College shall provide restroom and lavatory facilities on each campus which will be designated as exclusively for College employee use.

Section 13. Each Employee shall be issued all keys needed to allow him access to his instructional and to common Employee areas.

Section 14. The College shall designate a clerical person on each campus whose primary responsibility will be to perform clerical duties for Employees. Employees will be notified of the identity of this person.

Section 15. No Employee shall be required by the College to transport students or College equipment in his personal vehicle.

Section 16. Each Employee shall be given a copy of the College calendar for an Academic Year prior to the end of the Spring Quarter of the previous Academic Year.

ARTICLE XXII: DURATION

This Agreement shall become effective on September 1, 1986, except as otherwise specifically provided herein, and shall continue in effect through August 31, 1989, and shall continue in full force and effect from year to year thereafter unless either party serves notice in writing not more than 150 days nor less than 120 days prior to the termination date, or any anniversary date thereof, of a desire to terminate or modify this Agreement.

IN WITNESS WHEREOF, Southern State Community College and Southern State Education Association have caused duplicate copies of this Agreement to be executed by their officers or representatives this _____ day of December, 1986.

Southern State Community College

By: ______________________________

Southern State Education
Association, Affiliated with
the Ohio Education Assn.

____

____

____

____

APPENDIX A

SOUTHERN STATE COMMUNITY COLLEGE

Salary Index System

Years with Southern plus Experience	Degree: Less than Bachelors	Bachelors	Masters	Masters plus 30 Credits	Masters plus 45 Credits	Doctors
0	.899	1.00	1.141	1.268	1.373	1.478
1	.949	1.05	1.1935	1.3205	1.428	1.538
2	.999	1.10	1.246	1.373	1.483	1.598
3	1.049	1.15	1.2985	1.4255	1.538	1.658
4	1.099	1.20	1.351	1.478	1.593	1.718
5	1.149	1.25	1.4035	1.5305	1.648	1.778
6	1.199	1.30	1.456	1.583	1.703	1.838
7	1.249	1.35	1.5085	1.6355	1.758	1.898
8	1.299	1.40	1.561	1.688	1.813	1.958
9	1.349	1.45	1.6135	1.7405	1.868	2.018
10	1.399	1.50	1.666	1.793	1.923	2.078
11		1.55	1.7185	1.8455	1.978	2.138
12		1.60	1.771	1.898	2.033	2.198
13		1.65	1.8235	1.9505	2.088	2.258
14		1.70	1.876	2.003	2.143	2.318
15		1.75	1.9285	2.0555	2.198	2.378
16-18			1.981	2.108	2.253	2.438
19-21			2.0335	2.1605	2.308	2.498
22-24			2.086	2.213	2.363	2.558
25 or more			2.1385	2.2655	2.418	2.618

SOUTHERN STATE COMMUNITY COLLEGE

Individual Employee Contract

Date __________________________

Acct. No. __________________________

An agreement, entered into between ______________________, (the "Employee"), and Southern State Community College, Hillsboro, Ohio, (the "College"). The Employee hereby agrees to perform the duties of
of said College for the ______________________ Academic Year(s) in accordance with the official academic calendar and the needs of the quarterly recitation schedule.

This agreement, including the payment of salary, is subject to the sufficiency of legislative salary appropriations or the receipt of sufficient funds in the account herein specified. The pertinent provisions of the Ohio Revised Code, of the policies of the College, of the official actions of the College, and of any collective bargaining agreement in effect with respect to the employment of the Employee are expressly incorporated herein, and this agreement is conditioned upon full compliance therewith.

The Employee will render full-time service during the term of this contract. Said party will advise his or her immediate supervisor of any activities in which he or she may engage which will or may result in rendering less than full-time service to the College, and he or she may not accept substantial employment outside the College during the assigned academic term without the expressed consent of the President.

This contract is predicated upon representations regarding education and experience qualifications which, if subsequently proven inaccurate, shall cause this contract to be voidable at the discretion of the College.

This contract is further conditioned upon compliance with all College rules and regulations as set forth in the policies and procedures manual and any other officially adopted College rules and regulations which apply to him as set forth in College publications, and all subsequent amendments thereto. Violation of such rules and regulations, or of any of the terms of this agreement, shall cause this contract to be voidable, pursuant to the terms of any applicable collective bargaining agreement.

Membership in the State Teachers Retirement System of Ohio is obligatory.

In consideration of and for such services, the College agrees to pay to the Employee the amount of ______________________.

____
Employee

Effective Date ______________
Rank ______________________
Department _______________
Employment Term ___________
Expiration Date ___________

Southern State Community College

By ______________________

Title ____________________

Sign and return original copy to College within twenty (20) days.

SOUTHERN STATE COMMUNITY COLLEGE

General Description of Medical Insurance Plan

Basic Coverage

Hospitalization and Surgical -- Usual, Customary and Reasonable

-- 365-day hospital stay limit

Emergency Room Service

Laboratory Test Service

Major Medical Coverage

Deductible:	Individual	$100 per year
	Family	$200 per year

Co-payment: 80% covered; 20% paid by Employee up to $2,000 per individual and $4,000 per family per year

Maximum Coverage: $1,000,000 per person

ERIC Clearinghouse for
Junior Colleges

NEGOTIATED AGREEMENT

BETWEEN

TERRA FACULTY ASSOCIATION

AND

TERRA TECHNICAL COLLEGE BOARD OF TRUSTEES

Effective May 28, 1986 through August 31, 1988

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ARTICLE I - RECOGNITION AND SCOPE OF UNIT

1.01 Recognition: Terra Technical College, hereinafter referred to as "College", recognizes the Terra Faculty Association, an affiliate of the Ohio Education Association and the National Education Association, hereinafter referred to as "Association", as the sole and exclusive bargaining agent for the members of the bargaining unit described below.

All members of the bargaining unit shall be governed by the terms of this Agreement and this Agreement shall supersede and override all other policies or practices which specifically conflict with these provisions.

1.02 Bargaining Unit: The bargaining unit shall include all full-time teaching faculty. Full-time teaching shall be defined as those persons who teach a full load of at least 15 contact hours per quarter for an entire academic year.

1.03 Exclusions to Bargaining Unit: The bargaining unit shall exclude the following: heads of departments or divisions, instructional directors, non-instructional directors, management level employees, supervisors, part-time faculty members, confidential employees, students, interns, seasonal employees, casual employees as defined or referred to in Section 4117.07(C), (F), (J), (K), Revised Code, and further excluding all other employees.

1.04 Recognition Challenge: Any recognition challenge shall be pursuant to 4117.07, Revised Code.

1.05 The College and the Association agree that membership in the Association shall not be compulsory. The Association agrees that neither it nor any of its officers or members will intimidate or coerce any employee with respect to becoming or remaining a member of the Association. The College agrees that it will not intimidate or coerce any employee with respect to becoming or remaining a member of the Association.

ARTICLE II - MANAGEMENT RIGHTS

The College retains the responsibility and authority to manage and direct it's operations and activities in such manner as the administration shall determine. The exercise of these powers, rights, authorities, responsibilities and prerogatives and the adoption of such policies, rules or regulations needed to enforce them shall not conflict with the provisions of this collective bargaining agreement and, any dispute regarding the same shall be subject to the grievance procedure contained in this labor agreement.

The College's right to manage it's operation shall include, but not be limited to, it's right to:

1) Utilize discretion in determining policy regarding functions and programs of the college, standards of service, budgetary items, utilization of technology and organizational structure.

2) Direct, supervise, evaluate and hire employees.

3) Maintain and improve the efficiency and effectiveness of College operations.

4) Determine the methods, processes, means or personnel by which operations are conducted.

5) Suspend, discipline, demote or discharge for just cause or lay-off for lack of work, transfer, assign, schedule or promote employees.

6) Determine the adequacy or overall mission of the work force.

7) Take whatever legitimate action that is necessary to fulfill the mission of the college as determined by Ohio law.

ARTICLE III - NEGOTIATING PROCEDURE

3.01 Definitions

3.011 The word, "day", shall mean a calendar day wherever used in this agreement unless another meaning is dictated by the customary English usage ascribed in the provision in which the word appears.

3.012 Good Faith

The college and the union, by their representatives, shall perform their mutual obligations to negotiate in "good faith". Good faith shall mean the duty of the union and college to meet at reasonable times and to provide reasons for their proposals and counterproposals. If a proposal is unacceptable to either of the parties, that party is obligated to respond with a counterproposal or give its reasons for rejection of the same. "Good faith" does not mean, however, that either party to this agreement is required to make a concession.

3.02 Scope of Negotiations

All matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement are subject to collective bargaining between the College and Terra Faculty Association except as otherwise specified in this section.

Unless the college agrees otherwise in this collective bargaining agreement, nothing in Chapter 4117 of the Ohio Revised Code shall impair the right and responsibility of the college to:

a) Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the College, standards of services, its overall budget, utilization of technology, and organizational structure;

b) direct, supervise, evaluate, or hire employees;

c) maintain and improve the efficiency and effectiveness of governmental operations;

d) determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;

e) suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;

f) determine the adequacy of the work force;

g) determine the overall mission of the employer as a unit of government;

h) effectively manage the work force;

i) take actions to carry out the mission of the College as a governmental unit.

The College is not required to bargain on subjects reserved to the management and direction of the governmental unit except as affect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of this collective bargaining agreement. A member of the bargaining unit or the Terra Faculty Association may raise a legitimate complaint or file a grievance based on the collective bargaining agreement.

3.03 Initiating Negotiations

3.031 Either party may initiate negotiations by letter to the other party not more than one hundred ten (110) days and not less than ninety (90) days prior to the expiration date of this agreement. Requests initiated by the Association shall be directed to the Chairman of the Board of Trustees with a copy to the College's SERB agent of record (currently Business Manager-Treasurer). Requests initiated by the College shall be directed to the President of the Association with a copy to the Association's SERB agent of record (currently OEA UniServ Consultant). The notice shall include:

a. The date of the letter;

b. A clear statement that the letter is the Notice to commence negotiations (the State Employment Relation Board's Notice to Negotiate form may be used to meet this requirement).

c. The name, address and telephone number of the representative of the requesting party with whom the initial meeting should be arranged (Designation of the party's principal representative on the Notice to Negotiate form may be used to meet this requirement).

At this time the requesting party shall notify the State Employment Relations Board of commencement of negotiations.

3.032 A written reply shall be sent by the receiving party within five (5) calendar days to the official representative as set forth in subsection (c) above of the requesting party. This letter shall include:

a) date of letter;
b) recognition of request for a negotiation session;
c) time, place and date of three (3) possible dates for the initial negotiations session.

3.04 Negotiating Sessions

3.041 The parties shall hold their first negotiating session not later than eighty (80) days prior to the expiration of this Agreement unless otherwise agreed. The date, time, and place of the session shall be arranged in advance by the Board and Association.

A negotiating meeting shall not adjourn until a date, time and place for the next session has been established.

3.042 Complete and specific proposals shall be exchanged by the parties at the first session unless otherwise mutually agreed. Both parties shall present and explain their proposals.

3.043 All negotiation sessions shall be in private session.

3.044 Reports on the status of negotiations may be made to the Association by its representatives and to the Board by its representatives.

3.045 Either team shall have the right to recess for caucus during a negotiations session. A caucus shall be for a period of no more than one (1) hour unless otherwise mutually agreed.

3.05 Negotiating Teams

3.051 Negotiations shall be conducted between representatives of the College Board of Trustees and the Association. These representatives shall be known as the negotiating teams. Each team shall consist of not more than six (6) members. The Board shall determine its team's representatives. The Association shall determine its team's representatives. The Board and Association shall identify the members of the negotiating team at the start of negotiations, and either party may appoint a substitute to replace a team member who is unable to attend any negotiating session.

3.052 In addition to the six (6) permanent team members, either team shall have the right to bring in additional temporary consultants to make presentations or to provide assistance regarding specific matters under discussion. The team using additional consultant(s) shall provide the other team's spokesperson at least three (3) days advance notice, unless the parties mutually agree otherwise, of the intent to use a consultant(s) and the subject matter that will be addressed. Each team may have only one such consultant at the table at any one time.

3.06 Information

3.061 The designated representatives of the College and the Association agree to make available to each other upon written request public information needed to assist in collective bargaining negotiations. Such information shall be provided in its existing form within fourteen (14) days of receipt of the request and neither party shall be obligated to prepare materials that are not in existence. Thus, for example, data stored electronically will be provided in the form of a print-out. Public documents to be presented to the Board of Trustees will be released when necessary to effectuate the purposes of collective bargaining, but the College may insist that the information contained therein not be disseminated to the general public until the Board has received the documents.

3.07 Agreement

3.071 As negotiation items receive tentative agreement by the parties, each item shall be reduced to writing and initialed by a representative of each party.

3.072 When tentative agreement is reached on all items, the agreement shall be reduced to writing and submitted to the Association for a ratification vote by the members of the bargaining unit. Within fourteen (14) days of the receipt of the tentative agreement, the Association shall take action to ratify or reject the Agreement.

3.073 If the contract is approved by the Association, the tentative agreement shall be submitted for approval to the members of the Board at its next meeting or at a special meeting called for that purpose. The meeting shall not be more than fourteen (14) days from receipt of written notice that the Association has ratified the Agreement.

3.074 After approval by the Board and after signature on behalf of the parties, the Agreement shall become part of the official minutes of the Board.

3.075 Each party shall be responsible for making copies of the Agreement for its own use.

3.076 If impasse exists as of the fiftieth (50th) day prior to the expiration of the contract, either party may request intervention of the State Employment Relations Board. The dispute resolution procedures of the Ohio Revised Code Section 4117.14 shall govern impasse resolution.

3.077 The terms and conditions of employment provided in this agreement shall remain in effect for the term of the contract unless altered by mutual consent of the parties.

ARTICLE IV - GRIEVANCE PROCEDURE

4.01 A grievance is defined as any dispute regarding the interpretation or application of the collective bargaining agreement between the College and Association.

4.02 There shall be three (3) types of grievances:

(a) Individual Grievance - This grievance shall involve an individual person and shall be signed by the party affected.

(b) Group Grievance - This grievance shall involve a group of two (2) or more members of the bargaining unit and shall be filed by the Association grievance chairperson or his/her designee.

(c) Association Grievance - This shall be a grievance which affects the majority of the bargaining unit or is an alleged violation of the Contract as respects rights and/or privileges granted to the Association.

4.03 A "day" as used in this provision shall mean any faculty work day including those which occur during the summer.

4.04 General Provisions

4.041 Time limits provided herein shall be adhered to strictly as maximums to ensure rapid resolution of the grievances. Time limits may be extended only by mutual agreement, in writing, of the parties.

(A) A failure on the part of the grievant to comply with the time limits prescribed herein shall be deemed as an acceptance by the grievant of the answer, response, or resolution made at the last step of the grievance procedure.

(B) A failure on the part of the supervisor, President, or College, or by any party acting on behalf to respond within prescribed time limits shall enable the grievant to pursue the grievance to the next level of the grievance procedure.

4.042 Both parties agree that the grievance(s) shall be handled confidentially to the extent that such effort to maintain confidentially does not violate the laws of the State of Ohio pertaining to the keeping of public records.

4.043 A grievant may be accompanied at any step by a representative of the Association and/or his/her legal counsel.

4.044 Witnesses, affidavits, documentations, or other evidence may be presented at Step Two and any succeeding step.

4.045 The Association must be informed of all grievances filed at Step Two.

4.046 Nothing contained herein shall be construed as limiting the individual rights of a bargaining unit member having a complaint or problem to discuss the matter informally with members of the administration through usual channels of communication.

4.05 Steps of the Grievance Procedure

Step One - Any member or group having a grievance shall first discuss such grievance with his/her/their immediate supervisor (Department Head of Division Director) within ten (10) days after the occurrence of the act or condition which is the basis of said grievance. If such grievance is not discussed within ten (10) days after the occurrence of the act or condition which is the basis of said grievance, said grievance shall be waived. At the request of either the grievant(s) or the department head, the division director shall be present at this discussion. A grievance form shall be submitted at the meeting and include the date and facts of the occurrence of the act or condition which is the basis of said grievance, and a reference to the specific provision of the contract allegedly violated. The form is to be dated and signed by the parties at the time of the discussion. The immediate supervisor shall respond in writing on the grievance form within five days of this discussion.

Step Two - If the action taken by the supervisor does not resolve the grievance to the satisfaction of the grievant(s), the grievant shall have the right to file a written grievance with the Dean of Instruction. Failure to file such appeal within five (5) days from the receipt of the written decision of the supervisor's action on said grievance shall be deemed a waiver of the right to appeal.

The written grievance shall contain the information required at Step One.

Upon request to be stated on the appeal form, hearing shall be conducted by the Dean of Instruction or his designee within five (5) days from the receipt of the request or at a mutually agreed date.

a) The grievant(s) shall be advised in writing of the time, place and date of such hearing and shall have the right to be represented at such hearing and shall have the right to be represented at such hearing by a representative of the Association.

b) The Dean of Instruction or his designee may be represented by a person of his/her choice.

The Dean of Instruction or his designee shall take action on the appeal of the grievance within five (5) days of the hearing or receipt of the grievance if no hearing is required. The action taken and the reasons for the action shall be reduced to writing and copies sent to the grievant(s), the Association and the supervisor.

All Association grievances as previously defined herein shall be initiated at Step Two of the grievance procedure.

Step Three - If the action taken by the Dean of Instruction or his designee solve the grievance to the satisfaction of the grievant(s), the grievant shall have the right to file a written grievance with the President or his/her designee. Failure to file such appeal within five (5) days from the receipt of the written decision of the Dean of Instruction or his designee shall be deemed a waiver of the right to appeal.

The written grievance shall contain a statement of the alleged facts upon which the grievance is based and a reference to the specific provision(s) of the Contract allegedly violated.

Upon request to be stated on the grievance form a hearing shall be conducted by the President or his/her designee within five (5) days after the receipt of the request or at a mutually agreed date.

a) The grievant(s) shall be advised in writing of the time, place and date of such hearing and shall have the right to be represented at such hearing by a representative of the Association.

b) The supervisor may be represented by a person of his/her choice.

The President or his/her designee shall take action on the appeal of the grievant within five (5) days of the hearing or receipt of the grievance if no hearing is required. The action taken and the reasons for the action shall be reduced to writing and copies sent to the grievant(s), the Association and the Dean of Instruction.

Step Four - If the action taken by the President or his/her designee does not resolve the grievance to the satisfaction of the grievant(s), the grievant(s) shall have the right to appeal in writing to the Board of Trustees. Failure to file such appeal within five (5) days of receipt of the written decision of the President or his/her designee's action on said grievance at Step Two shall be deemed a waiver of the right to appeal.

A) The notice of appeal shall be filed with the College Business Manager/Treasurer. A copy shall be sent to the President or his/her designee, and a copy shall be sent to the Board Chairperson.

B) The College Business Manager/Treasurer shall place the matter on the agenda for the next regular meeting of the Board of Trustees in an executive session.

    a) Each grievant involved shall have the right to be represented at such meeting by counsel and/or an Association representative of his/her/their/its choice.

The Board of Trustees shall respond to such appeal within five (5) days of this hearing. Copies of the written decision of the Board shall be sent to the grievant(s), Association, President or his/her designee and Supervisor.

Step Five - If the action taken by the Board of Trustees does not resolve the grievance involving the violation of the Contract to the satisfaction of the Association, the Association may appeal in writing to Step Five, Binding Arbitration. Failure to file such notice of appeal with the College Business Manager/Treasurer within five (5) days of the Association's receipt of the decision of the Board of Trustees shall be deemed a waiver of the right to appeal.

A) The parties shall request a list of names from the American Arbitration Association from which an arbitrator will be selected.

  a) No more than two (2) additional list of names from the American Arbitration Association from which an arbitrator will be selected.

  b) If the parties cannot agree on an arbitrator after considering three (3) lists, the arbitrator shall be selected in accordance with the rules and regulations of the American Arbitration Association.

4.051 The arbitrator shall conduct a hearing at the earliest time mutually convenient to the College and Association and shall receive such evidence or testimony as he or she deems proper.

4.052 The arbitrator shall have no power to substitute his judgment for the professional judgment of the administration of the College, except if he finds that such judgment or decision of the College was arbitrary, capricious, or dishonest. The arbitrator shall have no power to add to, subtract from, or to modify the provisions of this Agreement, and his function shall be to determine if any provision of the Agreement has been violated by an interpretation or application of this Agreement. The College shall be liable for no compensation or damages or redress of any sort preceding the date of the filing of the grievance in writing.

4.053 The decision of the arbitrator shall be binding upon all parties.

4.054 Each party shall pay fifty percent (50%) of the cost of the arbitration.

4.06 Reprisals

No reprisals of any kind will be taken by or against any participant(s) in the grievance procedure or any member(s) of the Association by reason of such participation.

4.07 Public Information

The College shall furnish the grievant(s) and/or the Association with all available public information as he/she/they/it may request for the processing of his/her/their/its grievance.

4.08 Confidential File

All documents, communications, and records dealing with the processing of each grievance shall be filed in a confidential file separately from the personnel file(s) of the participant(s) until such time as the grievance is resolved.

4.09 Hearing Leave

Should a hearing scheduled at any step of this procedure require the grievant(s) and/or witness(es) to be released from his/her/their regular assignment, he/she/they shall be released and such appearance(s) shall not be charged against any other leave in this Contract.

4.10 Exclusive Representation

No member may be represented by an organization other than the Association in any grievance initiated under this Contract.

ARTICLE V - NO STRIKE AND NO LOCKOUT

5.01 During the term of this Agreement or any extension thereof, the Association, its agents, representatives and members shall not directly or indirectly call, sanction, encourage, finance and/or assist in any way nor shall any employee instigate or participate directly or indirectly in any strike, slow-down, walk-out, call-in, sick-out, failure to report, work stoppage, mass resignation, picketing, or other interference with any operation or operations of the College or with any deliveries to or from the premises of the facilities operated by the College. The Association shall cooperate with the College throughout the term of this agreement and any extension thereof in continuing operations of the College in a normal manner, and shall actively discourage and endeavor to prevent or terminate any violation of this section.

5.02 Any employee who violates Section 5.01 of this Article shall be subject to discharge or other disciplinary action at the option of the College.

5.03 In the event that any strike, slow-down, walk-out, work stoppage, picketing or other interference described in Section 5.01 of this Article occurs, the Association shall promptly notify all employees that such conduct is prohibited by this Article and is not in any way sanctioned or approved by the Association. The Association shall also promptly order all employees to return to work at once.

5.04 The College shall not lockout any or all of its employees during the term of this Agreement.

5.05 Nothing in this Article shall be construed as a limit on the Association's statutory right to strike after the expiration of this Agreement or any extension thereof upon compliance with the statutory procedures and requirements of Ohio Revised Code 4117.

ARTICLE VI - ASSOCIATION RIGHTS

6.01 In addition to other rights and privileges accorded the Association elsewhere in this Agreement, the Association shall have the rights specified below.

6.02 Duly authorized representatives of the Association shall have access to the College premises for purpose of transacting association business consistent with the Agreement, provided that Association business shall not interfere with normal hours and operation of the College or the performance of duties by any employee.

6.03 The Association shall be permitted to use College facilities, for purposes of transacting official Association business for the bargaining unit, provided that such meetings do not interfere with the normal hours and operation of the College or the performance of duties by any employee. If use of any facility results in additional expense, the Association shall reimburse the College for costs that would not otherwise be incurred. In consideration of the use of facilities the Association agrees to save the Board harmless from and against all loss, liability, damage or injury to person or property by reason of the actions of bargaining unit members.

6.04 The Association shall be permitted use of the faculty mailboxes and the College mail service for communication with members of the bargaining unit regarding Association business. The Association will also be permitted use of one fourth of each of the Bulletin Boards located in faculty office complex areas and lounges, provided that the same shall not be used for the purpose of disseminating political information or information which is critical of the College, Administration, Board of Trustees or other employees.

6.05 Access to photocopying machines shall be available to the Association at the same cost as access to the College's public access machines(s), provided no secretarial or clerical help is required by the Association. The Association may also have access to designated typewriters.

6.06 College telephones may be used to conduct toll-free calls for Association business regarding the bargaining unit provided that such use does not interfere with College use of the telephones, telephone lines, or the performance of duties by any employee. Toll calls on College telephones for any purpose other than College business is prohibited. Toll calls for Association business must be made on the public pay telephones at the College.

6.07 The Association shall receive six printed directories containing the names, addresses and phone numbers of members of the bargaining unit each year. Any member of the bargaining unit shall, however, have the right to have his or her address and phone number removed from the directory provided the Association. If the Association requests the names, addresses, and phone numbers of the newly employed, the Board shall supply said information.

6.08 The College shall deduct from the pay of members of the Association covered by this Agreement any dues, assessments and fees levied in accordance with the constitution and bylaws of the Association and its affiliates. Deductions shall be made only following receipt from the Association of individually signed authorizations executed by Association members of that purpose and delivered by October 15 of the year for which dues deductions commence. Such authorization shall continue from year to year at any member's request under the Continuing membership provision on the authorization form. All authorized deductions shall be made from the Association members' pay in sixteen (16) equal payments twice each month for the remainder of the academic year commencing with the first paycheck in November. Pay deductions shall be transmitted to the Association monthly, November through June. The College's obligation to make deductions will terminate automatically upon receipt of a revocation of authorization by an employee. The College shall inform the Association promptly of all revocations of dues deductions. The Association agrees to indemnify and hold the College and any of its agents harmless against any and all claims, demands, suits, and other forms of liability that may arise out of, or by reason of, action taken or not taken by the College for the purpose of complying with this provision, or in reliance on any notice or authorization form furnished under any provision of this Agreement.

6.09 Neither the College nor the Association shall discriminate against any employee because of the employee's membership in or activity on behalf of the Association or its affiliates because the employee refrains from joining or engaging in activity on behalf of the Association.

ARTICLE VII - CONTRACT YEAR

7.01 Full-time faculty may be employed under 10, 11 or 12 month contracts. Faculty with ten month regular instructional contracts shall be subject to assignment of duties by the College for 175 days, including 165 instructional days and ten non-instructional days. Duties commence up to ten (10) days prior to the start of classes and end up to ten (10) days after the close of classes at the end of the academic year, subject to the 175 day limit. Total days of assignment for eleven and twelve month faculty contracts and Business/Industry Service contracts shall be as set forth in the individual employment contract.

The College reserves the right to establish and change the academic year for any and/or all faculty subject only to the total limit on days of assignment previously set forth in this Article.

ARTICLE VIII - TEACHING LOAD AND ON-CAMPUS RESPONSIBILITIES

8.01 Teaching Load

A full-time teaching load for faculty with Regular Instructional contracts consists of a minimum of fifteen through a maximum of twenty contact hours per week for each quarter. Instructional contact hours in excess of twenty contact hours constitutes overload.

A) "Regular Instructional" contracts mean ten month instructional contracts other than Business/Industry Service contracts.

8.02 Overload

If more than fifty percent of the contact hours of an additional course exceed the maximum load range of twenty hours, then such assignment must be discussed in advance with the instructor, and may be assigned only with the consent of the instructor. If fifty percent (50%) or less of the contact hours of an additional course exceed the maximum load range of twenty (20) hours, then such course may be assigned without the consent of the instructor. If the instructor objects to any additional assignment, the assignment may be required only if there is no other qualified full-time faculty member who could teach the class without incurring the same or greater overload.

8.03 Days of Obligation

A calendar of required days of obligation for a contract year will be provided to each faculty member on or before the beginning of the contract year.

8.04 Additional Courses

"Additional course" means the course(s) with the least number of contact hours.

8.05 General Overload Provisions

A) Separate preparations are identified by different course numbers.

B) Concurrent scheduled courses taught by one instructor will be considered one preparation even though the course numbers are different.

C) Contact hours for a scheduled project, including work study experience and/or independent study classes other than group study will be determined as follows:

a) One-half contact hour will be assigned for every student participating in independent study on an individual basis.

D) Lecture/Laboratory: any pair of courses designed as a lecture/laboratory shall constitute one preparation. If a faculty member supervises solely the laboratory portion of a course it shall not constitute a separate preparation.

E) Overload rate of pay for each overload contract hour shall be according to the provisions hereinafter set forth.

F) Payment for overload will be made the first pay period after the end of the quarter in which it is earned.

.06 Overload Compensation

A faculty member will receive overload compensation for the higher of:

a) All contact hours in excess of twenty each quarter; or

b) All contact hours for additional courses in excess of three preparations, and in that event, the fourth preparation shall be the course with the lowest contact hours, except where one of the preparations is being taught for the first time by the faculty member when it shall be the fourth preparation for that quarter. Where multiple courses are being taught for the first time the new course with the highest contact hour shall be the fourth preparation, or

c) All additional contact hours for courses in excess of five sections.

d) In addition, overload compensation will be paid for classes taught on Saturdays and Sundays if they do not already constitute overload.

3.07 Seminars

Seminars are non-credit courses taught for a term other than a full eleven week quarter. For assignment and overload determination purposes, a seminar shall not be considered a separate preparation. Seminars are assignable and excluded from overload pay only if the faculty member's total contact hours absent the seminar are less than fifteen (15). Contact hours for overload compensation and assignment purposes are determined as follows:

> Total contact hours of the seminar divided by eleven are the equivalent quarterly contact hours for overload compensation and assignment purposes.

3.08 Scheduled On-Campus and On-Site Hours

As part of faculty professional responsibilities, all faculty employed under regular instructional contracts are required to post and maintain a minimum of thirty (30) hours on campus or at other assigned sites each week, including instructional contact and office hours but excluding overload hours and any travel time.

The required ten to fifteen posted office hours shall be scheduled within College guidelines, and during five of those hours faculty shall be in their office and available to advise students or perform other on-campus or on-site duties as assigned. The remaining hours shall also be posted, but the faculty member may be at any on-campus location performing job-related duties. The faculty member's location shall be posted on the faculty member's door and the faculty member shall be available to advise students or perform other on-campus or on-site duties as assigned.

In the event that a faculty member is assisting a student at a location other than his/her office during assigned office hours, or is engaged in a College meeting or other required on-campus responsibility at another location, it shall be the responsibility of the faculty member to post a sign (1) designating the location where the consultation, meeting or other responsibility will occur, and (2) specifying the office hours during which he/she will not be in the office.

A faculty member's on-campus or on-site professional responsibilities include college service responsibilities outside the thirty regularly scheduled office and instructional hours. These responsibilities include but are not limited to committee meetings, faculty meetings, curriculum development meetings, assisting at registration, meeting with administrators, meetings with prospective students for recruitment purposes, professional development functions, and other reasonably college-related duties as assigned except substitution. Such college service responsibilities may not exceed thirty-three hours per quarter outside of regular office hours without corresponding reduction in regularly scheduled office hours. Where a faculty member asserts that any such assigned duty will conflict with another college responsibility upon request the administrator making the assignment shall discuss the concern with the faculty member before proceeding with the assignment. Where the College assigns such duties at times conflicting with office hours, the faculty member will not be required to reschedule the office hours affected. Nothing in this Article shall prevent a faculty member from volunteering service to the College beyond the limits set forth in this Article.

8.09 Professional Development Functions

"Professional Development functions" which may be assigned on campus or at other sites outside the thirty hour limit include seminars, workshops or other training that the College determines is needed to upgrade, maintain or expand educational programs and services. All approved reimbursable expenses incurred by the faculty member related to required attendance shall be reimbursed by the College.

8.10 Instructional Day

Classes may be scheduled between 8:00 a.m. and 10:50 p.m.

A faculty member shall have at least eleven (11) hours between the end of the last class on one day and the start of the first class the following day, except that this requirement does not apply to the Thursday evening -- Friday morning classes. This requirement also does not apply where technology enrollments in day and/or evening drop below fifteen (15) students scheduled in a technology block or where low technology enrollment results in enrollment below fifteen (15) students in a required general studies course because the general studies course if fed by the technology block with low enrollment. This provision does not bar a faculty member from voluntarily accepting a class that does not meet the eleven (11) hour requirement.

8.11 Meeting Classes and Substitution

A) Faculty shall meet their classes for all assigned hours and no class shall be cancelled or rescheduled without authorization and compliance with the requirements below.

B) Instructors unable to meet their scheduled classes for illness or other authorized reasons must contact their Directors as early as possible prior to the scheduled classes. If unable to reach their Directors, they must notify the Dean of Instruction's office.

C) If the Director or Dean of Instruction is unsuccessful in obtaining a qualified substitute, the instructor must make up the cancelled classes or laboratories by an additional scheduling.

D) Full-time faculty may be assigned to teach classes or laboratory sessions as substitutes if no qualified part-time instructor is available. Overload compensation will be provided at the overload pay rate to full-time faculty for time actually spent teaching in the classroom as a substitute to the nearest one-half hour.

E) Nothing in this Article shall prevent faculty members from voluntarily substituting for each other without compensation.

ARTICLE IX - BUSINESS/INDUSTRY SERVICE CONTRACTS

9.01 Faculty under Business/Industry Service contracts may be assigned duties on campus or at other assigned sites for up to forty hours per week, exclusive of travel time. Faculty employed under such contracts shall not be assigned any responsibilities in excess of forty-hours per week without agreement of the faculty member or a supplemental contract. The forty hours per week limit shall include any allowance of time for daily preparation or other responsibilities which the College determines is appropriate for the particular assignment.

a) A "Business/Industry Service" contract is any contract where faculty are employed under a contract with responsibilities as described in this Article.

9.02 Faculty employed at the start of a year under a Regular Instructional contract or Business/Industry Service contract may not have their responsibilities converted to the other type of contract during the contract year without agreement of the faculty member. When awarded, a full-time faculty member's annual employment contract may designate that a portion of the year's duties will be Regular Instructional contract duties for part of the year and Business/Industry Service contract duties for part of the year on a quarter-by-quarter basis. A Pro-rata compensation adjustment will be paid for the portion of the contract performed as a Business/Industry Service contract in accordance with the Salary Schedule.

ARTICLE X - OUTSIDE EMPLOYMENT

Full-time faculty may accept employment or engage in self-employment outside the College during the assigned academic year without prior written consent of the President. Should the College subsequently determine that such employment interferes with the faculty member's performance of his or her professional responsibilities, or conflicts with College services or programs, then such employment shall be terminated within two weeks of written notice from the President that such employment must be terminated.

ARTICLE XI - INDIVIDUAL RIGHTS

11.01 Tenure at Terra Faculty College is the right of those holding full-time continued employment following completion of a specified probationary period and written notice that tenure has been granted. Tenure is acquired by full-time teaching faculty members at Terra Technical College with the fifth annual appointment as a full-time teaching faculty member.

One year of service consists of three or more courses for three consecutive quarters or a total of 30 credit hours in one year.

No year during which the individual is on leave without pay or sick leave for one quarter or more may count as a year of service; nor may fractional years be added to make a full year. However, a service year prior to a year that does not count is not invalidated because such a year intervenes. A faculty member who resigns and later returns to the College shall be considered as new.

11.02 Non-Reappointment of Non-Tenured Faculty

A) Notice - A full-time member who is not to be recommended for Reappointment, must receive written notice of that intention, from the President or his/her designee, not later than April 15 of the academic year in which the recommendation is to be made.

B) Non-renewal of a probationary faculty member in the first four years of employment is final and not subject to the grievance procedure or other review except for failure to comply with the procedural requirements of Section 11.02 A).

11.03 Termination During a Contract

A faculty member's contract may be terminated during its term for just cause. Discharge for just cause shall include:

A) Failure to maintain performance satisfactory to the College in teaching, scholarship, college services or other professional duties;

B) Violation of local, state or federal laws which involve moral turpitude, which shall include but not be limited to any felony;

C) Any serious violation or repeated violation of College policies;

D) Insubordination;

E) Participating in strike activities in violation of this Agreement or the laws of Ohio;

F) Theft or dishonesty;

G) Excessive absenteeism or tardiness or absence without authorization or sufficient justification;

H) Bringing intoxicants or illegal drugs onto College premises, unless advance permission to do so for educational purposes has been obtained by the faculty member from the Dean of Instruction, or reporting for work under the influence of intoxicants, drugs or narcotics; and

I) Any other act of similar seriousness which is detrimental to the effective operation of the College or its educational programs.

The provisions of this Article shall not preclude the College from imposing disciplinary action less severe than dismissal, if in the college's sole discretion, such action is warranted by the facts and circumstances of a case.

11.04 If the Administration believes that just cause exists, the division director shall discuss the matter with the faculty member in personal conference. The faculty member may bring to this meeting a witness of his/her choice and/or the president of the Association or his/her designee. The matter may be settled by mutual consent at this point. If an understanding is not reached at such meeting, the Dean of Instruction shall furnish the faculty member with a written notice of the Administration's intention to terminate his/her contract, with a full statement of the reasons for such termination, with a copy of the Association. The Administration shall not proceed with formal action to terminate the contract until thirty (30) days after receipt of such notice by the faculty member. Within these thirty (30) days, the faculty member may appeal the matter to binding arbitration as provided for in the Grievance Procedure. Failure to grieve will settle the matter and allow for termination.

11.05 The Administration may suspend a faculty member pending final action to terminate his/her contract if, in the Administration's judgment, the character of the charges warrants such action.

11.06 Reductions in Force

Whenever the College determines that a reduction in force shall occur, the following procedure shall apply:

A) Seniority - All full-time faculty shall be placed on a seniority list in each of the subjects that they have successfully taught within two (2) years of the enactment of a reduction in force. "Successfully taught" for this purpose means receiving a satisfactory evaluation in teaching the subject by the College. Before final recommendations concerning specific reductions are made, the College President or his designated representative shall submit seniority lists to the Association President to permit review of the accuracy of the lists. The Association shall indicate its agreement or disagreement with the accuracy of the lists within fourteen (14) days of submission.

Seniority is determined within each subject taught according to the faculty member's length of continuous full-time service at Terra Technical College. Authorized leaves of absence shall not constitute a break in continuous service, but time spent on such leaves is not included in the determination of length of service. When seniority in the College is equal, the total length of service in teaching the subject affected will be used. Any further ties will be broken by lot.

B) Part-Time Positions - The number of full-time faculty affected by a reduction in force shall first be kept to a minimum by nonrenewal of part-time faculty positions within each subject affected.

C) Probationary Contract Faculty - Within each affected subject full-time faculty with probationary contracts will be laid off before any non-probationary faculty. The least senior probationary contract holder will be laid off first.

D) Non-Probationary Contract Faculty - Further reductions within each subject will proceed by layoff of the least senior full-time faculty with non-probationary contracts.

E) Recall Rights

a) All full-time faculty members whose employment contracts are nonrenewed or suspended during their term as a result of a reduction in force shall be placed on the recall list compiled from the seniority list in each subject. Faculty members on layoff shall have recall rights for two years from date of layoff and shall be offered re-employment in the order of greatest seniority when a position becomes available in any subject the faculty member successfully taught within two years of the reduction in force.

b) The College shall give written notice for an offer of re-employment by sending a registered or certified letter to the faculty member's last known address. It shall be the faculty member's responsibility to notify the Business Office of a change of address. If a faculty member fails to accept the offer of re-employment in writing within ten (10) calendar days of delivery, the offer will be considered rejected.

11.07 Personnel Files

A) The sole official personnel file on each faculty member will be maintained by the College's designated personnel office, which is currently the Business Manager's office.

B) A faculty member shall have, by arrangement with the College's designated personnel officer, access to his/her personnel file exclusive of confidential pre-employment recommendations and placement credentials. Access shall be arranged during the regular working hours of the business office. The faculty member may not remove materials from his/her file except for immediate inspection, and he/she may not remove the file from the area designated for the review. Subsequent to such review, the faculty member shall be provided, at cost and upon request, copies of non-excluded material contained in his/her file.

C) A faculty member shall have the right to enter in his/her file a typed or printed statement to respond to or elaborate on any other item in the file.

D) The personnel file shall contain information that has been provided by the faculty member to the College Business Office on the individual's prior employment, education, training, and official transcript of college work.

E) Copies of the faculty member's contracts with the College shall also be maintained in the personnel file.

F) Copies of Faculty Observations forms and copies of Faculty Performance Analysis and Review forms shall be maintained in personnel file.

G) If the College removes any item from a personnel file, the faculty member shall be given at least three (3) days advance notice so that the faculty member has an opportunity to review and photocopy the item.

H) If a document was relied upon by the College in developing a faculty member's evaluation, and if a copy of the document is in the possession of the College administration, such copy shall be placed in the faculty member's personnel file at the same time as in the evaluation, except that written student evaluations or complaints or comments are not required to be placed in the personnel file. If the Faculty Observation form or Faculty Performance Analysis is not otherwise dated, it shall be dated at the time it is placed in the personnel file.

I) Other than student evaluations or summaries or compilations of such evaluations, no anonymous statements shall be placed in the personnel file.

J) Removal of Items - The administration shall, upon written request by a faculty member, remove the following documents from a file.

  a) records of grievances filed by the individual, providing three (3) years have elapsed since the filing thereof;

  b) records of student grievances filed against the faculty member providing three (3) years have elapsed since the filing thereof.

ARTICLE XII - FACULTY SALARY

12.01 1986 Salary Increase For All Faculty

Effective upon the date this Agreement is approved by both parties, each faculty member shall have his/her base contract salary increased by six percent (6%). In addition, each faculty member shall receive a lump sum payment representing retroactive application of the 1986 six percent (6%) salary increase to January 1, 1986. This payment shall be made in a lump sum within three (3) weeks of Board ratification of this Agreement.

12.02 Professional Growth Incentive

1. All faculty shall be eligible for professional growth incentive increases awarded upon completion of a plan approved in advance by the Dean of Instruction. Any such award will be made concurrent with (prior to June 15) the contract issued for the following academic year. Awards will be incremental based upon completion of forty (40) quarter credit hours or the equivalent of forty (40) quarter credit hours per definition and approval set forth at Appendix (A) (3). No training paid by the College may be used as credit for a professional growth incentive award. Each award shall be $500 added to the base salary. In no case may base salary exceed the range maximum. Equivalencies for credit course work set forth in Appendix (A) (3) may only be earned prospectively.

2. Faculty who have completed credit course work (not equivalents) related and beneficial to their teaching field since January 1, 1983 while employed at Terra Technical College shall have all such related course work counted towards the forty (40) quarter credit hours requirement. The Dean of Instruction shall determine, at his sole and exclusive judgment, whether such prior course work is related and beneficial to the faculty member's teaching field, and his decision shall be final. No training paid by the College may be used as credit for a professional growth incentive award.

12.03 Faculty Classification and Promotion System

Upon ratification of this agreement by the Board and Association, the College shall classify all full-time faculty in one of four (4) classifications (Steps I-IV) and establish a promotion system (Appendix A). This classification and promotion system will establish salary ranges and provide:

1. Opportunities for promotional salary increases in addition to any annual salary adjustment for all faculty; and

2. Opportunities to move to higher maximum salary ranges; and

3. Receipt of higher annual salary increases at higher classification.

12.04 Initial Placement of New Faculty

Initial placement of new faculty members into Steps is the responsibility of the College. The following general criteria shall apply to the College's initial placement decisions:

1. New faculty shall be placed in Step I or Step II only.
2. Minimum requirements for each Step are set forth in Appendix A of this Article. The presentation of any required supportive documentation is the sole responsibility of the candidate for employment.
3. The College shall exercise its best judgment on all decisions as to initial placement and salary of new faculty to accommodate considerations such as academic and work experience, market supply and demand, budget limitations, evidence of individual effectiveness, complementary strengths, technical licenses, certifications, and the overall best interest of the College.

12.05 Initial Placement of Existing Faculty

1. For purpose of implementation, all currently employed faculty will be placed in Step II. Qualified faculty will be provided the opportunity to apply for Step III or Step IV upon ratification of the contract. Requirement for promotional consideration are detailed in Appendix A.
2. No salary of a faculty member shall be reduced as a result of the salary range limits.

12.06 Promotions

Faculty members must apply to the Promotion Committee for promotional consideration. No consideration for promotion shall be given to an individual without such formal application. The Promotion Committee shall consist of the Instructional Division Directors, the Dean of Instruction, and two faculty members elected each academic year by the entire faculty. The faculty members shall be from different Divisions, and no faculty member may serve on the Committee in a year that he/she is applying for promotion. The committee shall be chaired by the Dean of Instruction.

Applications for promotion must be submitted to the Dean of Instruction no later than March 1 preceding the academic year when any promotion would become effective. The promotion Committee shall review the timely application and supportive documentation of any faculty member and make its recommendation concerning the granting or denial of promotion. The faculty member must demonstrate to the Promotion Committee that he/she has met at least the minimum requirements set forth in Appendix A for the desired Step prior to the date the promotion is approved. The Promotion Committee shall review the faculty member's record of performance of professional responsibilities as documented through the evaluation process of the College, and may examine records or consult with supervisors or faculty as it finds helpful to its decision. An affirmative vote of five (5) members of the committee shall be required to support a recommendation for promotion.

The Promotion Committee shall forward its recommendation concerning an application to the President of the College. The President shall review the materials regarding the candidate for promotion and make his/her recommendation concerning the application to the Board of Trustees. If the President plans to make a recommendation to the Board that is contrary to the Committee's, he shall first meet with the faculty member and give reasons for his position and provide the faculty member an opportunity to respond. The Board shall grant or deny the promotion. Decisions to grant or deny a promotion are final and not subject to the Grievance Procedure. The faculty member may withdraw the application at any stage in the process.

2.07 Promotional Increases

Each faculty member who is promoted at the beginning of the 1986-87 or 1987-88 academic year will receive a promotion increase in his/her base contract salary effective with the start of the 1986-87 or 1987-88 academic year. The amount of the increases shall be as follows:

Step II to Step IV	$1,000
Step II to Step III.	$ 500
Step III to Step IV (for 1987-88).	$ 500

2.08 Contract Base Year Salary Ranges

The placement and promotion contract year base salary ranges, which shall be in effect during this Agreement shall be as follows:

CONTRACT YEAR

STEP	BASE SALARY	
	MINIMUM	MAXIMUM
STEP IV	$21,200	$31,800
STEP III	$19,800	$29,680
STEP II	$16,960	$27,860
STEP I	$14,840	$23,320

Eleven Month Contract - Eleven (11) month contract is two hundred five (205) on campus assignable days. Salary and ranges shall be regular base contract plus twelve (12) percent.

Twelve Month Contract - Twelve (12) month contract is two hundred twenty-five (225) on campus assignable days. Salary and ranges shall be regular base contract plus twenty (20) percent.

Business/Industry Service Contracts - Individuals employed under Business/Industry Service Contracts shall. receive a salary determined on a per diem basis as follows:

(a) The salary and ranges for faculty employed under Business/Industry Service Contracts shall be regular base contract plus six (6) percent.

(b) The faculty member's adjusted salary is then divided by the assignable days that the pre-adjusted salary was intended to compensate to obtain the adjusted per diem rate. (A regular 10-month instructional contract faculty member would divide the adjusted salary by 175).

(c) The resulting per diem rate shall be paid for all scheduled days the faculty member teaches under a Business/Industry Service Contract. The adjusted per diem rate multiplied by total scheduled days will be the faculty member's salary for the term of the Business/Industry Service Contract.

12.09 Overload Compensation

	Current	New
Base Overload Rate	$15/contact hour	$17/contact hour
On-Campus Seminar	$17/contact hour	$19/contact hour
Off-Campus Seminar	$19/contact hour	$21/contact hour
Quarterly Overload	$165/quarter contact hour	$187/quarter contact hour

12.10 Supplemental Compensation

Lab Preparation	$10/contact hour	$12/contact hour
Curriculum Development	$10/contact hour	$12/contact hour

Pay rates for overload and supplemental compensation are not retroactive.

12.11 January, 1987, Salary Increase

Effective January 1, 1987, each faculty member shall have his or her base contract salary increased by six percent (6%) but such increases shall be subject to the salary range limits set forth in this Article provided, however, that no faculty member shall receive less than one-half the base salary increase.

12.12 Pay Plans

The College shall make available to each member of the bargaining unit two (2) alternate pay plans:

(a) Twenty-one (21) paychecks of equal amounts to be distributed to the member once every two (2) weeks beginning with the first pay period after the September reporting date.

(b) Twenty-six (26) paychecks of equal amounts to be distributed to the member once every two (2) weeks beginning with the first pay period after the September reporting date.

Each member shall be given the opportunity annually to designate his/her choice of the pay plans for the following school year. His/her designation for the following school year shall be submitted to the Business Manager/Treasurer by the end of the prior school year; any subsequent change after the end of the school year shall be granted by the College if written notice is received by the Business Manager/Treasurer on or before July 1.

(a) Each newly-hired member shall be given the opportunity at the time he/she is hired of his/her choice of the pay plans; he/she shall have not more than five (5) workdays prior to the first scheduled pay date to indicate to the Business Manager/Treasurer his/her choice of the pay plans.

(b) If any member fails to return his/her choice of pay plans within the designated time that member shall be placed on the twenty-six (26) pay plan.

Paychecks shall be available to each member at designated locations before the end of the workday on pay days. If that payday is not a regularly scheduled College workday, paychecks shall be distributed on the last regularly scheduled College workday prior thereto.

During the calendar year not included in the school year, paychecks shall be mailed to the members. This procedure shall serve as an alternate procedure for any member(s) who receives paychecks other than the calendar year not included in the school year.

(a) At the member's(s') option, he/she shall be able to pick up his/her paycheck(s) at the designated locations.

(b) There shall be no service and/or mailing charge(s) for the mailing of paychecks to the members.

Expiration of Salary Article

This article shall expire as of December 31, 1987 and salary shall be reopened for negotiations for the remainder of the 1987-88 academic year after December 31, 1987. If impasse exists over the terms of the Faculty Salary Article as of December 31, 1987, the Association shall have the right to strike upon compliance with the notice procedures of Ohio Revised Code Section 4117.14. Commencement of reopener negotiations shall be in accordance with the negotiations procedure article.

APPENDIX A
PLACEMENT AND PROMOTION REQUIREMENTS

		CRITERIA	
CLASSIFICATION		GENERAL STUDIES	TECH./ENG./BUS.
STEP IV			
	*		
(1) RELATED OCC EXP	*	0	5 YEARS
TOTAL TEACHING	*	10 YEARS	10 YEARS
TERRA TEACHING	*	8 YEARS	8 YEARS
(2) PERFORMANCE		VERY GOOD, 2 YEARS[1]	VERY GOOD, 2 YEARS[1]
	P	RECOGNITION IN FIELD[2]	RECOGNITION IN FIELD[2]
(3) EDUCATION	R	MASTERS plus 48 hours	MASTERS
	O	(54 graduate hours in	(27 graduate hours in
	M	teaching field)	teaching field)
	O		
STEP III	T		
	I		
(1) RELATED OCC EXP	O	0	4 YEARS
TOTAL TEACHING	N	8 YEARS	8 YEARS
TERRA TEACHING		6 YEARS	6 YEARS
(2) PERFORMANCE	*	VERY GOOD, 2 YEARS[1]	VERY GOOD, 2 YEARS[1]
	*	RECOGNITION IN FIELD	RECOGNITION IN FIELD
(3) EDUCATION	*	MASTERS plus 36 hours	MASTERS OR EQUIVALENT
	*	(54 graduate hours in	(27 graduate hours in
		teaching field)	teaching field)
STEP II			
	*		
(1) RELATED OCC EXP	*	0	3 YEARS
TOTAL TEACHING	*	0	0
TERRA TEACHING		0	0
(2) PERFORMANCE	P	RECOMMENDATIONS	RECOMMENDATIONS
(3) EDUCATION	L	MASTERS	BACHELORS OR EQUIVALENT
	A	(27 graduate hours in	(major in related
	C	teaching field)	field)
	E		
STEP I	M		
	E		
(1) RELATED OCC EXP	N	0	3 YEARS
TOTAL TEACHING	T	0	0
TERRA TEACHING		0	0
(2) PERFORMANCE	*	RECOMMENDATIONS	RECOMMENDATIONS
(3) EDUCATION	*	BACHELORS	ASSOCIATES OR EQUIVALENT
	*	(in teaching field)	(major in related field)

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[1] Promotion for the 1986-87 academic year shall only require a very good overall evaluation for the 1985-86 academic year as the minimum performance requirement. Two consecutive years of very good ratings immediately preceding the promotion decision are required for promotions in subsequent years.

[2] Recognition in Field is a factor in promotion to Step IV, but is not a minimum requirement. Recognition in the Field includes such things as publications related to the faculty member's teaching field, awards in the faculty member's field or in teaching, or serving as an officer of a professional organization related to the faculty member's field.

APPENDIX A

EXPLANATION OF TERMS

1) Faculty Classification

a) General Studies references faculty whose primary instructional assignment is in the General Studies Division of the College and includes communication skills; social, behavioral, and natural sciences; and humanities, mathematics, and developmental studies.

b) Technical/Engineering/Business references faculty whose primary instructional assignment is in the Public Services, Industrial Technology, Engineering, and Business Divisions of the College and includes Technical Applied Science, Technical Applied Business, and specialized occupational field.

2) Credit Hour Conversion

All credit hours are expressed in quarter hours. One (1) semester hour equals 1.5 quarter hour.

3) Credit Hour "Equivalents"

a) Noncredit Education and Training Equivalency

Granting of credit hour equivalency may include documented service training, industrial training, or other formal training not resulting in credit toward a degree at an accredited institution of higher education. For such purposes thirty (30) hours of training shall equate to one (1) quarter hour.

b) Work Experience Equivalency for Credit Hours

For the purpose of granting credit hour equivalents, work experience may be substituted for actual course work. One (1) quarter hour of credit may be granted for each month of continuous employment on a full-time basis in a position determined to be relevant and beneficial to the faculty member's teaching field. Work experience used as equivalence for educational credit hours cannot be used to satisfy occupational experience requirement for employment or promotion.

c) Continuing Education Equivalents

Active participants in C.E.U. classes when part of a plan approved by the College shall require thirty (30) contact hours for the equivalent of one (1) credit hour.

d) Determination of Equivalents

In all cases where credit hour equivalents are granted or professional growth plans approved, the decision for approval shall rest with the Dean of Instruction. Where credit hour equivalents are used for hours required for promotion, the Promotion Committee shall review the claimed credit hour equivalents but shall not have the authority to overrule prior determinations of the Dean of Instruction. For any claimed credit hour equivalency not previously approved or rejected by the Dean of Instruction, the Promotion Committee shall review such claimed equivalents to assure that standards of rigor and content have been met. Any dispute regarding the determinations of equivalents shall be subject to the grievance procedure.

4) Education Requirements

a) General Studies Track

1. Bachelor's Degree Requirement for General Studies Faculty at Step I

A Bachelor's degree with a major in the faculty member's teaching field is required for Step I placement of General Studies faculty. (Faculty employed at the College as of March 1, 1986 are exempt from this requirement and are automatically placed at Step II). No equivalents will be permitted to substitute for the degree requirement.

2. Master's Degree Requirement for General Studies Faculty at Step II

A Master's degree is required for placement of General Studies faculty at Step II, and 27 of the graduate quarter hours must be in the faculty member's teaching field or related areas of study. (Faculty employed at the College as of March 1, 1986 are automatically placed in Step II regardless of these requirements). No equivalents will be permitted to substitute for the Master's Degree.

3. The "Master's Plus 36" and "Master's Plus 48" Graduate Quarter Hours Requirement at Steps III and IV In General Studies

A master's degree plus thirty-six (36) graduate quarter hours are required for promotion to Step III in General Studies. A Master's plus forty-eight (48) graduate quarter hours are required for promotion to Step IV in General Studies. At both Steps III and IV, fifty-four (54) of the faculty member's graduate hours must be in courses in the teaching field or in courses related to the subjects being provided by the College. Substitution of approved equivalents may partially satisfy the additional credit hours required beyond the masters degree up to a maximum of twenty-five (25) quarter hours. Such substitution of equivalents for academic credit may be made only when it is part of a plan approved by the Dean of Instruction.

b) Technical/Engineering/Business Track

1. Associate's Degree or Equivalent Requirement For Technical/Engineering/Business Faculty at Step I

   An "Associate's degree or equivalent" is required for placement of Technical/Engineering/Business faculty at Step I. The "equivalent" of an Associate's degree is one hundred (100) quarter hours of: (i) College course work; or (ii) approved credit hours equivalents as defined in this Appendix at Section 3; or (iii) a combination of College course work and equivalents. The faculty member's major or approved equivalents must be related to the faculty member's teaching field. (Faculty currently employed at the College as of March 1, 1986 are automatically placed in Step II and are exempt from this requirement).

2. Bachelor's Degree or Equivalent Requirement For Technical/Engineering/Business Faculty at Step II

   A Bachelor's degree or equivalent requirement is required for placement of Technical/Engineering/Business faculty at Step II. The equivalent of a Bachelor's degree is one hundred and eighty (180) quarter hours of: (i) College course work; or (ii) approved equivalents as defined in this Appendix at Section 3; or (iii) a combination of College course work and equivalents. The faculty member's major or approved equivalents must be related to the faculty member's teaching field. (Faculty currently employed at the College as of March 1, 1986 are placed automatically at Step II).

3. "Master's Degree or Equivalent" for Technical/Engineering/Business at Step III

   Where "masters degree or equivalent" is required for promotion of Technical/Engineering/Business faculty at Step III, equivalency is based on a bachelors degree (not equivalent) plus (i) Attainment of a professional license in the teaching field (i.e., P.E., C.P.A., or equivalent level) or (ii) Attainment of fifty (50) quarter hours of approved graduate level work related to the teaching field. Substitution of equivalents may partially satisfy the fifty (50) quarter hour requirement up to a maximum of twenty-five (25) quarter hours. Substitution for academic credit may be made only when it is part of a plan approved by the Dean of Instruction. Twenty-seven graduate hours or their approved equivalents must be in the faculty member's teaching field or related areas of study.

4. Master's Degree Requirement for Technical/Engineering/Business Faculty At Step IV

   A Master's Degree or it's equivalent is required for promotion of Technical/Engineering/Business Faculty to Step IV. Twenty-seven graduate quarter hours (or equivalents) must be in the faculty member's teaching field or related areas of study.

5. Experience Requirement

a) "Related Occupational work experience" means full-time, paid work in the field in which the individual is, or seeks to become engaged in, teaching. Terra teaching experience may be used to fulfill related occupational experience requirements for promotion up to four (4) years. Teaching experience used to fulfill occupational experience requirements may not be used to fulfill teaching experience requirements.

b) "Teaching experience" means full-time college teaching or its equivalent. Graduate assistanceship or substitute teaching is not counted as teaching equivalent. Two (2) years of full-time high school teaching is considered to be equivalent to one (1) year of full-time college teaching, up to a maximum allowable equivalency of three (3) years of teaching experience for six (6) years of high school teaching. Forty-Five (45) contact hours in General studies and sixty (60) contact hours in Technical/Engineering/Business of part-time teaching at the college level is considered to be equivalent to one (1) year of full-time college teaching.

c) One (1) year is the maximum credit for teaching that can be earned in twelve (12) month period.

ARTICLE XIII - SUPPLEMENTAL BENEFITS

13.01 Health Insurance

Upon initial employment, during an open enrollment period, or as otherwise permitted by the insurance policy, each faculty member and his/her family may enroll in and receive health insurance coverage, and the College will pay 90% of the single and family coverage premium for health insurance comparable to the Blue Cross/Blue Shield policy in effect as of December 1, 1985.

13.02 Term Life Insurance

Upon application, each faculty member will be provided with term life insurance coverage equal to double the faculty member's salary rounded to the next highest $1,000. The policy shall be comparable to the policy in effect as of December 1, 1985.

13.03 Accidental Death and Dismemberment

Accidental death and dismemberment insurance coverage will be provided in the amount of $100,000. The policy shall be comparable to the policy in effect as of December 1, 1985.

13.04 Dental Insurance

Upon initial employment, during an open enrollment period, or as otherwise permitted by the insurance policy, each faculty member and his/her family may enroll in dental insurance coverage. The College will pay the full cost of single coverage for dental insurance comparable to the policy in effect as of December 1, 1985. Costs for spouse or family coverage shall be fully paid by the employee.

13.05 Re-enrollment

If for any reason a faculty member and/or his/her family withdraws from coverage from any insurance policy described in this Article, re-enrollment shall be subject to the requirements of the policy then in force.

13.06 Fee Waiver

Full-time instructional staff, their dependent natural and legally adopted children and step-children [as defined in Section 132(f) of the Internal Revenue Code, as amended, or any successor provision], and the faculty member's spouse, may enroll in credit courses at the College without a tuition charge. The tuition waiver does not include the application fee, general fees, and laboratory fees. Faculty who enroll in a course must obtain approval of their Director prior to the beginning of the quarter in which the course is to be taken. Faculty will be permitted to enroll only on a space available basis, and enrollment cannot interfere with the faculty member's professional responsibilities.

13.09 Assumption of Faculty Contributions to STRS

All full-time faculty members are required to become members of the State Teachers Retirement System in accordance with the Ohio Revised Code.

In addition to the total annual salary and salary per pay period which is otherwise payable to each faculty member, the College will assume and pay to STRS on behalf of each such faculty member during this Agreement eight and three-fourths percent (8-3/4%) of each such faculty member's total annual salary or salary per pay period as a "pick-up" of the STRS employee contribution (or that portion of the employee contribution) otherwise payable by such faculty member. For purposes of determining the total required contributions to STRS, including the College's current obligation to contribute an amount equal to fourteen percent (14%) of each teacher's salary, such faculty member's "earned compensation" (as referred to in Ohio Revised Code Section 3307.51) and "earnable compensation" (as referred to in Ohio Revised Code Section 3307.53) shall exclude the amount of the pick-up. In the event that a court of competent jurisdiction of legislation requires that "earned compensation" or "earnable compensation" for STRS contribution purposes shall include the amount of the pick-up, then the pick-up amount shall be reduced by an amount equal to the cost of the College's additional contribution to STRS.

Any pick-up by the College of a faculty member's contribution to STRS shall be mandatory for all faculty members. No faculty member shall have the option of choosing to receive the contributed amounts directly instead of having them paid by the College to STRS.

The College shall fulfill its income tax reporting and withholding responsibilities for each employee in such manner as is required by applicable federal, state and local laws and regulations as they may exist at the time of such reporting and withholding, it being the College's understanding that federal and Ohio income tax laws and regulations presently require it to report as an employee's gross income his/her total annual salary excluding the amount of pick-up.

13.10 Payroll Deductions

The College shall make payroll deductions, with advance written authorization from the faculty member and subject to the conditions of Board policies, for the following purposes:

1. Annuities
2. Credit Union
3. Association Dues
4. Cancer Insurance

13.11 Travel Reimbursements for College Business

Expenses for authorized travel on college business will be provided in accordance with Board Policies 3357:16-3-11 and 3357:16-3-12 and any amendments adopted thereunder.

ARTICLE XIV - PAID LEAVE OF ABSENCE

All faculty earn sick leave at the rate of one and one-fourth days per each calendar month they perform duties.

Unused sick leave may be accumulated up to 180 days. Sick leave credit which would exceed this maximum shall be converted to bonus vacation credit in accordance with other provisions of this Article.

Any faculty member who transfers to the employment of the College from other Ohio public employment shall be credited with the unused balance of sick leave accumulated in that public employment, up to a maximum of one hundred and twenty days, upon presentation by the employee of certification of such days accumulated from the prior employer. Crediting is allowed if the prior employment terminated within one year of employment by the College.

New faculty shall have five (5) days of sick leave available at the beginning of their first school year.

14.01 Use of Sick Leave

Faculty may use sick leave for personal illness, injury, disability resulting from pregnancy, exposure to contagious disease which would be transmitted to others, and for absence due to illness in the faculty member's immediate family. For purposes hereof, "immediate family" shall mean the faculty member's spouse or children. Absence due to illness in immediate family shall not exceed three days for each occurrence if illness.

Faculty using sick leave shall furnish a signed statement to the effect that absence was caused by illness or due to any of the foregoing authorized causes.

If medical attention is required, the name of the physician and date(s) he/she was consulted is required. A statement of the general nature of the illness and fitness to return to duty may be required. A physician's statement may be required for any absence of three days or more, or for frequent absences. Where the College requires an examination by a physician of its choice, the College will pay the cost of the examination.

Failure to file the sick leave statement may result in discipline. Falsification of sick leave is grounds for termination of employment.

14.02 Bonus Vacation Days

Faculty who have unused sick leave credit in excess of the 180 days maximum accumulation as of the end of a fiscal year (June 30) in which the maximum was exceeded shall have such sick leave credit converted into vacation day credits for the following academic year as follows:

i. Every two days of sick leave in excess of 180 will be converted into one vacation day credit;

ii. Vacation days may be used on non-teaching days;

iii. Vacation credits earned but not used during the fiscal year following the fiscal year in which they were earned may be carried over to the next fiscal year. The College, in it's sole discretion, may decide whether to permit the employee to take said vacation days or pay him or her for those not used at that time.

14.03 Funeral Leave

Faculty members shall be granted up to three days of paid leave for a death in the faculty member's immediate family. "Immediate family" for this purpose means the faculty member's spouse, children, parents, grandparents, parents of the faculty member's spouse, brother, sister, brother-in-law, sister-in-law, son-in-law or daughter-in-law.

14.04 Faculty Improvement Leave

Faculty can request one or more days of paid leave to attend a workshop, seminar or other educational meeting related to their professional duties. The request must be filed with the faculty member's Director in writing as soon as possible prior to the workshop, seminar or meeting. The faculty member will be notified of approval or disapproval of the leave and travel authorization as soon as possible after the initial written request. Disputes shall be resolved through the grievance procedure and the College shall make arrangements to cover the absent employee's classes.

14.05 Military Leave

Instructors who are members of the Ohio National Guard or active reserve component of the armed forces are eligible for military leave with pay for periods of active duty or field training. "Military leave pay" shall be the difference between the faculty member's regular salary (excluding overload) less any payment received for military service. A copy of military orders to other authorizing documents must be filed with the Business Officer no later than ten (10) days after orders are issued.

14.06 Jury Duty

Faculty who are absent from their duties to appear in court for jury duty, in response to official subpoenas, shall receive payment of their salaries less any payment received for court services. The faculty member shall present a statement from the bailiff or court showing dates of jury service and earnings for jury service. No salary reduction will be made for court reimbursement of out-of-pocket expenses.

14.07 Compensation Determinations For Paid Leaves

Individuals using sick leave pursuant this Article shall receive all compensation that would otherwise have been earned during the leave, including any overload.

Payment for all paid leaves other than sick leave shall be based on the instructor's regular base contract salary exclusive of any overload pay. For each day of such leaves the faculty member shall receive a per diem amount determined by dividing the base contract salary by the total days of contract obligations (175 for a ten month Regular Instructional contract). This per diem amount shall be reduced by any receipt of outside compensation described in this Article. Total days of contract obligations used for these determinations are not affected by use of any leave or by conversion of sick leave to vacation.

14.08 General Requirement

Use of any paid leave for a purpose other than the approved purpose is grounds for termination.

ARTICLE XV - UNPAID LEAVES OF ABSENCE

15.01 General Provisions

A "leave of absence" in this Article is any authorized absence without pay. Such leave shall be without any benefits, except that if the insurance carrier permits the faculty member may assume and pay benefit premiums for all group insurance plans by remitting the premiums to the College. Such remittance will be required at least thirty days in advance of the payment due date for the College. During such leave a faculty member will not accumulate sick leave, holiday time or seniority.

A leave of absence shall not extend a faculty member's employment or in any way limit or delay the College's authority to nonrenew, terminate or lay off a faculty member.

Failure to use such leave solely for the approved purpose or failure to fulfill the requirements of a leave are grounds for termination.

15.02 Disability Leave

Faculty members may apply for an unpaid leave of absence due to personal illness or injury. The request must be supported by medical evidence of illness or injury and by evidence that the faculty member will be able to return from disability leave to instruction. The Board of Trustees must approve the leave in writing. (If leave is refused for unsatisfactory evidence of ability to return, the College will assist the faculty member in procuring paid disability retirement pursuant to Ohio Revised Code Section 3307.42). The maximum duration of such leave is one full academic year, and periodic submission of supporting medical evidence satisfactory to the College may be required.

A leave for up to a "full academic year" means leave through the last academic quarter expiring within one calendar year of the leave's commencement date.

Return from leave shall require at least thirty days advance notice, and the College may require that the faculty member cannot return before the start of the next quarter after recovery is complete.

Return from leave shall require presentation of a doctor's certification that the individual has recovered from the illness or injury and is able to perform all professional duties required of full-time employment. The College, at its cost, may require a determination that the individual is able to perform all professional duties required of full-time employment by a physician of its choice as a condition of re-employment.

15.03 Maternity Leave

All unpaid leaves of absence for pregnancy and/or care of a newborn infant may be taken for up to four weeks preceding the anticipated

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birth date of a child and up to six weeks following the actual birth of the child. Such leave may be used as a supplement to paid sick leave taken in accordance with the Sick Leave Article, or in place of such paid leave if the faculty member has exhausted sick leave or chooses not to use accrued sick leave.

The faculty member shall request the leave and provide notice of the anticipated departure and return dates in advance of the anticipated departure date.

Unpaid pregnancy leave may exceed the time limits in this Article where sick leave has been exhausted and the faculty member's physician substantiates the need for an extended leave due to disability.

The College must approve the date for resuming duties, and may require that the faculty member wait until the start of the next quarter following the faculty member's requested date of return.

.04 Educational Leave

A faculty member may apply for an unpaid leave of absence for study or other formal learning designed to qualify the faculty member to serve the College in a new and adjusted capacity which has been approved in advance of the leave application by the President of the College. The leave application must be submitted at least 120 days in advance of its anticipated commencement, and detail the proposed academic program that will be undertaken. The application must also state the scheduled date of departure and return. The application must be submitted to the faculty member's Director and the Dean of Instruction for their approval.

.05 Work Experience Leave

A faculty member may apply for an unpaid leave of absence to obtain work experience. An application must be submitted to the faculty member's Director at least 120 days in advance of its anticipated commencement, and detail the work experience that will be undertaken and the reasons that it will benefit the faculty member and the College. The proposed departure and return dates must also be stated. The College will determine whether the leave shall be granted as well as the terms and conditions for any such leave, but its decision shall be subject to the grievance procedure.

ARTICLE XVI - DEDUCTIONS FROM PAY

Unauthorized absences shall result in deductions of pay for all compensation that would otherwise have been earned during the absence. The per diem deduction shall be determined by dividing the faculty member's base contract salary by the total days of contractual obligation (175 for a ten month Regular Instructional contract). Compensation for all overload contact hours missed shall also be deducted. This Article does not limit the College's authority to impose discipline in addition to the pay deductions.

ARTICLE XVII - SEVERABILITY

17.01 In the event there is a conflict between a provision of this Contract and ORC 4117.10 (a) or federal law, or valid rule or regulation adopted by a federal agency as determined by a court of competent jurisdiction, ORC 4117.10(a) or federal law or valid rule or regulation adopted by a federal agency shall prevail as to that provision. All other provisions of this Contract which are not in conflict with ORC 4117.10(a) or federal law, or valid rule or regulation adopted by a federal agency thereto, shall continue in full force and effect in accordance with their terms. The parties will meet to negotiate any necessary change in the Contract relative to the affected provision within sixty (60) days by demand of either party.

17.02 If, during the term of this Contract, there is a change in ORC 4117.10(a) or federal law, or valid rule or regulation adopted by a federal agency pursuant thereto, which would invalidate any provision of this Contract, as determined by a court of competent jurisdiction, the parties will meet to negotiate any necessary change in the Contract relative to the affected provision within sixty (60) days by demand of either party.

17.03 If, during the term of this Contract, there is a change in any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, which requires the College to develop policies that affect the term(s), condition(s) of employment, or working condition(s), then the parties will meet to negotiate the additional term, condition of employment, or working condition within sixty (60) days by demand of either party.

ARTICLE XVIII - DURATION

This Agreement between the Board of Trustees and Association shall become effective at 12:01 A.M. on ______________________________, 1986 and shall continue in full force and effect until midnight, August 31, 1988, except that the Salary Article shall expire on December 31, 1987, pursuant to the terms set forth therein.

Executed as of the ________________ day of ____________________, 1986.

CHAIRMAN OF THE BOARD OF TRUSTEES	TERRA TECHNICAL COLLEGE FACULTY ASSOCIATION
________________________________ Chairman	________________________________ President

ERIC Clearinghouse for
Junior Colleges JUL 22 1988